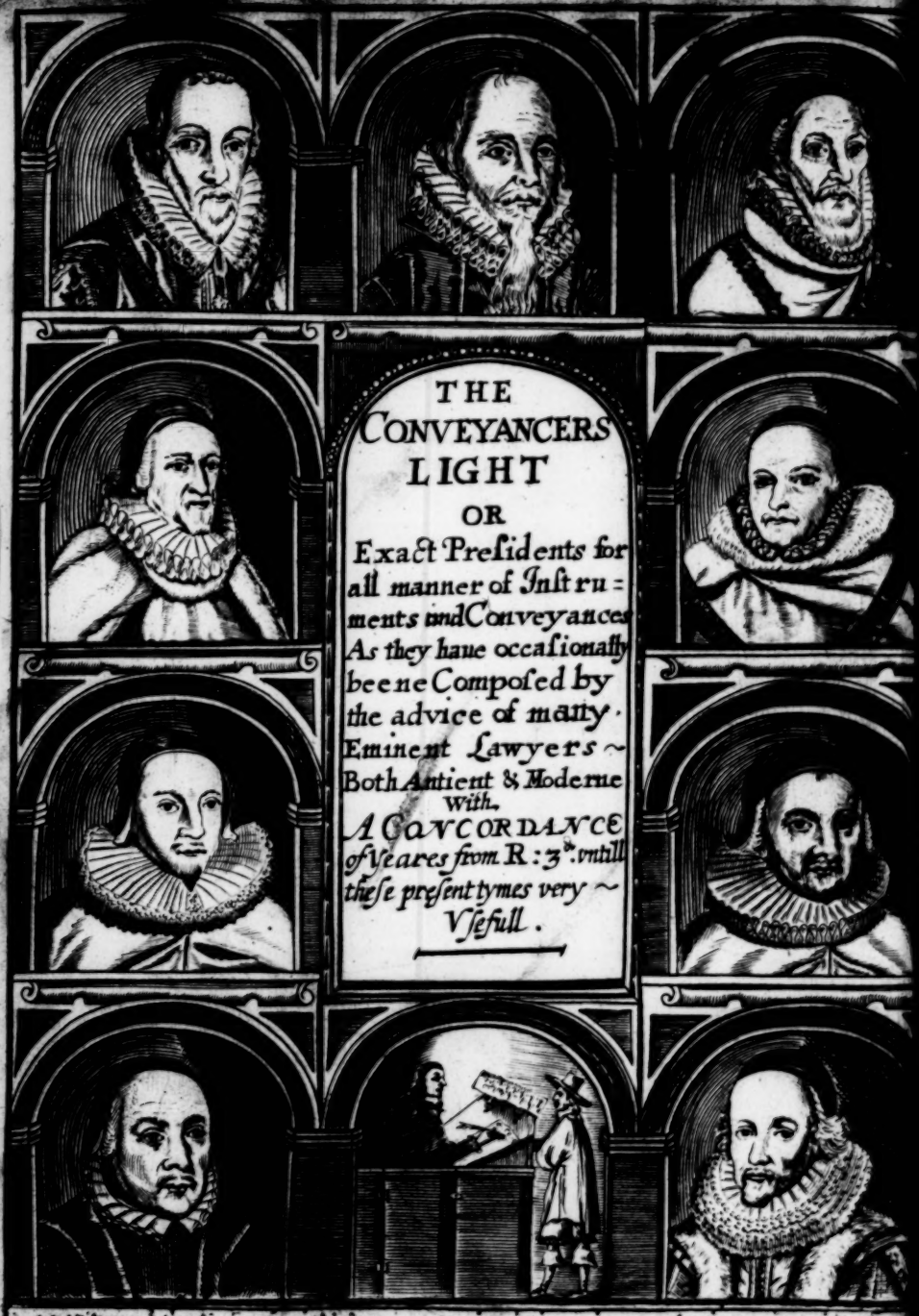


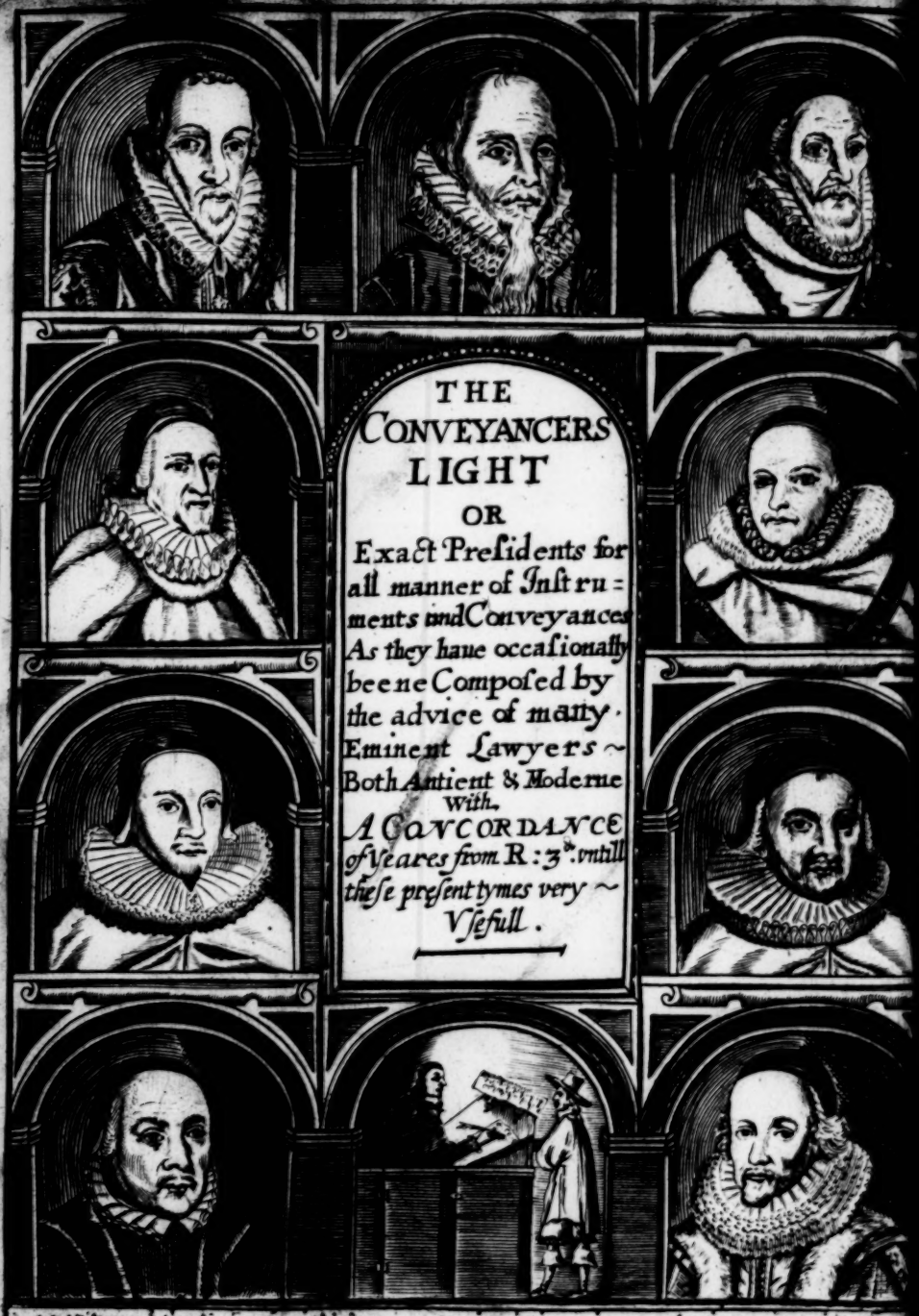
THE CONVEYANCERS LIGHT

OR

Exact Presidents for all manner of Instru=ments and Conveyances As they haue occasionally beene Composed by the advice of many Eminent Lawyers ~ Both Antient & Moderne

With

A CONCORDANCE of Yeares from R: 3th vntill these present tymes very ~ Vsefull.



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The Compleat

CLERK;

Containing the Best

FORMS

OF

PRESIDENTS,

IN

CONVEYANCES & ASSURANCES;

And other *INSTRUMENTS* now in Use and Practice.

WITH

The Forms of Bills, Pleadings and Answers in *Chancery*; As they were penned and perfected by Eminent Lawyers, and Great Conveyancers, both Ancient and Modern.

WHEREUNTO ARE ADDED

Divers *PRESIDENTS*, which were wanting: And also some *Saxon* Presidents; With the Exposition of certain Words, used in ancient Charters: And the proper Names of Men and Women: With Additions of Titles of Honour, Trades and Occupations, Cities, Counties, Bishopricks; Names of Offices, Months and Days; Numbers of Money and Weights, in *Latin* and *English*: With a Computation of Years, from King *William* the Conquerour, to this present.

With Alphabetical Tables of the whole Contents of the said Book.

The fifth Edition.

LONDON,
Printed by *W. Rawlins*, *S. Roycroft*, and *H. Sawbridge*, Assigns of *Richard Atkins* and *Edward Atkins*, Esquires.
For *H. Twyford* in *Middle-Temple*, *Obad. Blagrave* at the *Bear* in *St. Paul's Churchyard*, and *John Place* at *Furnivals-Inn-Gate*. MDCLXXXIII.

I do Allow the Reprinting this Book, entituled *THE COMPLEAT CLERK*, containing the best Forms of Presidents for Conveyances and Assurances, with other Instruments now in Use and Practice.

Nov. 27*th.* 1676.

FRA. NORTH.

TO THE

READER.

HOW much the well penning and due executing of Common Assurances, doth conduce to the happiness and quiet of the People of this Nation, is not unknown to the Practicers of the Law, and indeed to all Men: And because the drawing of Settlements of Estates, Joyntures, Deeds of Purchase, and other Instruments, are oftentimes committed to Attorneys and Counsellors Clerks, who (though very able) do oftentimes meet with difficult and unusual kinds of Conveyances and Instruments. Great pains hath been taken in the collecting of many chief Draughts of Conveyances, Assurances, and Instruments of all sorts; some of which, going only under the general

Name or Title of Settlements, *will requite his labour, that will ſeriouſly peruſe the ſame; they being fully fraught with all manner of* Limitations of Uſes, Conditions, Powers, Proviſoes, *and other extraordinary* Clauſes, *uſed in great Settlements; and indeed are the moſt conſiderable and weighty Matters in the Book. And you have here not only a Fifth Edition of the Book, called* The Compleat Clerk, *much corrected and reformed; but alſo many Inſtruments thereunto added to each Title, not in the former Impreſſions: As alſo,* Bills, Pleas, Demurrers, *and Proceedings in* Chancery; *and* Captions *of Fines of all ſorts, Warrants of Attorney, to appear for the* Tenants, *and Vouchers in Recoveries, and the Entries of Recoveries upon Records, with all Writs and Proceedings thereupon. As alſo, many Inſtruments uſed in the* Civil Law, *and touching Eccleſiaſtical Matters and Perſons: So that all ſuch as are employed to draw* Conveyances *and* Inſtruments, *may herein be ready furniſhed either with an apt Preſident, or fit Matter for the doing thereof.*

J. H.

THE

THE Compleat Clerk AND SCRIVENERS GUIDE.

Being Exact Draughts of all Manner of Assurances, and Instruments now in Use; As they were penned, and perfected, by divers Eminent Judges, and Serjeants at Law; and Learned Council, both Ancient and Modern.

A Grant of an Annuity, penned by Mr. Edmund Plowden.

THis Indenture made the day of *D.* in the twentieth year of the Reign of our Soveraign Lady *Elizabeth*, by the Grace of God, *&c.* Between *J. I.* of *M.* in the County of *O.* Yeoman, and *W. I.* Son and Heir apparent of the said *J.* of the one part; And *R. D.* of *H.* in the said County of *O.* Yeoman on the other part; Witnesseth that the said *J. I.* and *W. I.* for and in consideration of the Sum of threescore pounds of lawful money of *England*, to them before the ensealing of these Presents by the said *R. D.* well and truly contented and paid, whereof, and wherewith, they acknowledged themselves satisfied, and thereof do by these Presents fully acquit, and discharge the said *R. D.* his Heirs, Executors, and Administrators, by these presents Have given and granted, and by these presents for them, and their Heirs, do give and grant to the said *R. D.* one Annuity or yearly Rent of six pounds, of good and lawful money of *England*, issuing, and going out of all those Messuages, Lands, Tenements, and Hereditaments, set, lying, and being in *M.* aforesaid; now or late in the Tenure and Occupation of the said *J. I.* or his Assigns, and out of all other Lands, Tenements, and hereditaments whatsoever; of them the said *J.* and *W.* or either of them, in *M.* aforesaid, *C.* and *H.* in the said County of *O.* To have and to hold, pertain and enjoy

Consideration.

Grant of the Annuity.

Habend.

For ever.

Clauſe of diſtreſs.

enjoy the ſaid Annuity or yearly Rent of ſix pounds, and every parcel thereof to the ſaid *R. D.* his Heirs and Aſſigns for ever; to the only uſe and behooſ of the ſaid *R. D.* his Heirs and Aſſigns for ever: at the Feaſt of the Annunciation of the Virgin *M.* and the Nativity of Saint *John Baptiſt*, by even portions yearly to be paid. And if it happen, the ſaid yearly Rent of ſix pounds, or any part thereof, to be behind, and unpaid, after any of the ſaid Feaſts or days of payment, on which, as is aforeſaid, it ought to be paid: Then it ſhall be lawful to the ſaid *R.* his Heirs and Aſſigns, into the ſaid Lands, Tenements, and Hereditaments, and other the Premiſſes, and into every part thereof, to enter and diſtrain: and the diſtreſſes there found, to lead, drive, and carry away, impound, and detain, until he, or they ſhall be of the ſaid Annuity or yearly Rent

Poſſeſſion and ſeiſin given, &c.

ſo being behind and the Arrearages thereof, if any be, fully ſatisfied, contented, and paid: Of which Annuity or yearly Rent of ſix pound the ſaid *J.* and *W. I.* have put in peaceable poſſeſſion and ſeiſin, the ſaid *R. D.* by delivering unto him four pence of lawful *Engliſh* Money in the name of Seiſin, at the time of the delivery of theſe preſents: And the ſaid *J. I.* and *W. I.* for them, their Heirs, Executors, and Adminiſtrators, and for their Executors and Adminiſtrators, of either of them, do covenant, promiſe, and grant by theſe preſents, to, and with the ſaid *R. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, that they the ſaid *J.* and *W.* are, and be,

Covenants that they ſtand ſeiſed of a lawful Eſtate of 20 l. in Fee ſimple. And that they have full power to charge the ſame with this Annuity, and that the premiſſes ſhall be Overt to diſtreſs, and free from Incumbrances.

or that one of them is, and ſtandeth ſeiſed of, and in the Meſſuages, Lands, Tenements, and Hereditaments in *M. C.* and *H.* aforeſaid, at the time of the delivery of theſe preſents, of the clear yearly value of 20 pounds *per Annum* over and above all Charges and Repriſes, of a good, perfect and lawful Eſtate in Fee-ſimple, and that they have, or one of them hath, full power and lawful authority to charge the ſame with the ſaid Annuity or yearly Rent of ſix pounds, in manner aforeſaid, and that the ſame Lands and Tenements ſhall be at all times hereafter overt and ſubject to the Diſtreſſes of the ſaid *R. D.* his Heirs and Aſſigns, when they ſhall come to diſtrain for the ſaid Rent and every part thereof then behind. And that they the ſaid *J.* and *W.* their Heirs, Executors, Adminiſtrators, and Aſſigns ſhall, and will at all times hereafter, from time to time keep, acquit, diſcharge, or ſave harmleſs, the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and other the Premiſſes, and every part thereof; of, and from, all manner of former Bargain, Sale, Joynture, Dower, Statute, Leaſe, and all other Title, Charges, and Incumbrances whatſoever, in ſuch manner and ſort, that the ſaid *R. D.* his Heirs and Aſſigns for ever, and every of them ſhall, and may have and enjoy the ſaid Annuity or yearly Rent of 9 l. and every parcel thereof, peaceably and quietly, without any lawful lett, or interruption of any perſon whatſoever. And alſo that the

For further aſſurance.

ſaid *J.* and *W. I.* and their Heirs ſhall, and will, at all times hereafter, at the reaſonable requeſt of the ſaid *R. D.* his Heirs and Aſſigns make, do, and ſuffer, or cauſe to be made, done, and ſuffered, all and every ſuch further Act and Acts, thing and things, in the Law whatſoever for the further aſſurance and ſure making of the ſaid Annuity or yearly Rent of ſix pounds to the ſaid *R. D.* his Heirs and Aſſigns, as ſhall be reaſonably.

reasonably deviſed by the ſaid *R.* his Heirs or Aſſigns, or by his, or their learned Council, at the coſt and charges in the Law of the ſaid *J.* and *W.I.* their Heirs or Aſſigns. **Provided** always, and it is covenanted, granted, and agreed between the ſaid parties for them, their Heirs, Executors and Adminiſtrators, by theſe preſents, that if the ſaid *J.I.* and *W.I.* their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall well and truly, content and pay, or cauſe to be well and truly contented and paid to the ſaid *R.D.* his Heirs, Executors, Adminiſtrators or Aſſigns, at, or in, the now dwelling houſe of the ſaid *R.D.* in *H.* aforeſaid, in, and upon the Eve of the Feaſt-day of the Annunciation of the Virgin *M.* which ſhall be in the year of our Lord 1583. between the hours of one and three of the Clock in the afternoon of the ſame day, the ſum of forty pounds of good and lawful money of *England*, at one whole and entire payment, that then, and from thenceforth, the ſaid Annuity or yearly Rent of ſix pounds and every parcel thereof, ſhall ceaſe, determine, and be extinguiſhed for ever, and that then the ſaid *R.D.* his Heirs and Aſſigns, ſhall deliver up to the ſaid *J.I.* and *W.I.* their heirs and aſſigns, ſo paying the ſaid Sum of forty pounds, this preſent Deed, and all other Aſſurances concerning the ſame Annuity to be cancelled, and made void, any thing aforeſaid, or other matter whatſoever to the contrary notwithſtanding. **In Witneſs**, *&c.*

Proviſo.

That if 40 l. *be paid, &c.*

The Annuity.

To ceaſe, and this Deed to be delivered up to be cancelled.

An Annuity with power of Revocation.

This Indenture made, *&c.* **between** *R.M.* of *S. &c.* of the one part, and *N.M.* one of the younger Sons of the ſaid *R.M. &c.* of the other part, **Witneſſeth** that the ſaid *R.M.* as well by force, vertue, and power, and according to the Tenor and liberty of one *Proviſo*, or Clauſe in that behalf mentioned or ſpecified, in one pair of Indentures, bearing date, *&c.* made betwixt the ſaid *R.M.* of the one part, and *T.R.* of, *&c.* of the other part, as otherwiſe, **Hath** given, granted, and confirmed, and by theſe preſents doth, by the liberty and power aforeſaid, give, grant, and confirm, unto the ſaid *N.M.* and his Aſſigns, one Annual or yearly Rent of 10 *l.* of good and lawful money of *England*, to be iſſuing out of all and ſingular the Mannors, Lands, Tenements, and Hereditaments of the ſaid *R.M.* ſituate, lying, and being in *D.* or elſewhere, in the County of *C.* **To have and to hold** the ſaid Annual or yearly Rent of ten pounds unto the ſaid *N.M.* and his Aſſigns, during his natural life, the ſame to be paid at the two ſeveral Feaſt-days of the Annunciation of the bleſſed Virgin *Mary*, and Saint *Michael* the Arch-Angel, by even and equal portions: The firſt payment thereof to begin at ſuch of the ſaid Feaſts, as ſhall firſt happen next after the deceaſe of the ſaid *R. M.* **And** if it ſhall happen the ſaid Annuity, or annual Rent of ten pounds, or any part thereof, to be behind, or unpaid in part, or in all in which it ought to be paid as aforeſaid, (being lawfully demanded) that then, and ſo often,

According to a former power reſerved.

Granteth one Annuity.

Habend. for life.

Clauſe of diſtreſs.

it ſhall and may be lawful to and for the ſaid *N. M.* and his Aſſigns, into any Mannors, Lands, Tenements, and Hereditaments of the ſaid *R. M.* or into any part or parcel thereof, to enter and diſtrain for the ſaid Annuity, or annual Rent of ten pounds, or ſuch part thereof, as ſhall ſo happen to be behind, arrear, and unpaid, and the diſtreſs or diſtreſſes there found, to take, drive, chaſe, lead, or carry away, and with him or them to detain, hold, and keep, until he the ſaid *N. M.* of the ſaid Annuity or annual Rent of ten pounds, with the Arrearages thereof (if any ſuch be) ſhall be fully ſatisfied and paid. **Provided** nevertheleſs and upon condition, that if the ſaid *R. M.* ſhall at any time during his natural life pay or tender unto the ſaid *N. M.* or to any other perſon, or perſons the ſum of twelve pence, or more of lawful *Engliſh* Money, with intent and of purpoſe to revoke, make fruſtrate, or make void the ſaid annual Rent or the Grant thereof, that then and from thenceforth this preſent Deed, and all, and every the Gift, Grant, and Limitation of the Rent aforeſaid; And the ſaid Annual or Yearly Rent, ſo by theſe preſents, given, granted, or mentioned to be granted, ſhall ceaſe and be void, fruſtrate, and of no further force or effect in the Law, any thing in theſe preſents contained to the contrary, in any wiſe notwithſtanding. **In Witneſs, &c.**

Proviſo of Revocation.

An Annuity by Deed Pol.

TO all Chriſtian people to whom theſe preſents ſhall come; *A. B.* of *C.* in the County of *S.* Eſquire, ſendeth greeting in our Lord and God everlaſting. Know ye that the ſaid *A. B.* for divers good cauſes and conſiderations him thereunto moving, **hath** given, granted, and confirmed, and by theſe preſents doth give, grant, and confirm unto *E. F.* of *G. &c.* one annuity or annual rent of five pounds, of lawful money of *England*, to be well and truly paid unto the ſaid *E. F.* and his Aſſigns, from and immediately after the deceaſe of the ſaid *A. B.* out of all, and ſingular that, and thoſe the Meſſuages, Lands, and Tenements, with their, and every of their ſeveral and reſpective Appurtenances, ſituate, lying and being in *P.* late in the poſſeſſion of *L. M.* called, or known by the name of *H* Tenement, **to have and to hold**, receive, perceive, and take the ſaid Annuity, or annual Rent of five pounds by the year, to him the ſaid *E. F.* and his Aſſigns, immediately after the deceaſe of the ſaid *A. B.* for, and during the term of ſixty years, if he the ſaid *E. F.* ſo long ſhall live. The ſame to be had, taken, received, and paid by, and to him the ſaid *E. F.* and his Aſſigns at the Feaſt-days of Saint *Martin* the Biſhop in *Winter*, and *Pentecoſt*, by even and equal portions, the firſt payment thereof to begin and take commencement at ſuch of the ſaid Feaſts as ſhall firſt and next happen, after the death and deceaſe of the ſaid *A. B.* with a clauſe of diſtreſs, as in the laſt mentioned Grant.

Grant of the Annuity.

Habend. for 60. years if the Grantee ſo long live.

A Rent-Charge for Service done, and to be done, with a Proviſo of Revocation.

THis Indenture, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of the other part: Witneſſeth, That the ſaid *A. B.* for and in *Conſideration of Faithful ſervice done, and to be done.* conſideration of the good and faithful Service by the ſaid *C. D.* already done, and hereafter to be done, to the ſaid *A. B.* Hath given, granted, and confirmed, and by theſe preſents for himſelf, his Heirs, Executors, and Adminiſtrators, doth give, grant, and confirm unto the ſaid *C. D.* one Annuity or yearly Rent of 5 l. to be iſſuing, payable, and going out of all and ſingular Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, ſituate, lying, and being, within the Towns, Townſhips, Fields, Hamlets, and Territories of *L.* in the County of S. To have, hold, and yearly to receive, perceive, and take the ſaid Annuity, or annual rent of 5 l. yearly, from and immediately after the making hereof, for and during the term of his natural life, at the Feaſts of, &c. with a clauſe of diſtreſs as before. Of which Annuity or annual Rent, he the ſaid *A. B.* hath put the ſaid *C. D.* in full and peaceable poſſeſſion and Seiſin by the payment of 6 *d.* of good and lawful money of *England*, for and in the name of Seiſin and as part of the ſaid Annuity or yearly Rent-charge of 5 l. afore by theſe preſents granted as aforeſaid: And the ſaid *A. B.* doth covenant and grant, to, and with the ſaid *C. D.* that he the ſaid *A. B.* at the time of the Sealing and Delivery of theſe preſents, hath full power, good and lawful Eſtate and Authority, to charge the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, with all and ſingular their Appurtenances afore mentioned, and every part, and parcel thereof with the payment of the ſaid Annuity or annual Rent of 5 l. in manner and form aforeſaid. And that the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, and every part, and parcel thereof, now are and ſo ſhall remain, and continue, and be, and during the term of the natural life of the ſaid *C. D.* as aforeſaid, overt, chargeable, ſufficient, and liable to, and for the Diſtreſs of the ſaid *C. D.* for the non-payment of the ſaid Annuity or annual Rent-charge of the 5 l. and for the Arrearages thereof, if any ſhall fortune to be: And further that he the ſaid *A. B.* his Heirs and Aſſigns, and all, and every other perſon or perſons, which now are or hereafter ſhall be ſeiſed of the ſaid Meſſuages, Cottages, &c. and of every or any part or parcel thereof, ſhall and will at all and every, time, and times, during the natural life of the ſaid *C. D.* pay or cauſe to be paid unto the ſaid *C. D.* the ſaid Annuity, or annual rent of 5 l. at the times before in theſe preſents limited, according to the tenor, true intent and meaning thereof. Provided always and nevertheleſs upon condition, that if the ſaid *C. D.* ſhall, or do at any time or times hereafter, during the term of the natural life of the ſaid *A. B.* refuſe or deny to ſerve the ſaid *A. B.* in ſuch a convenient, honeſt, and reaſonable Service, or otherwiſe

Habend.

For life.

Diſtreſs.

Poſſeſſion and Seiſin given.

Covenant that he hath power to charge the premiſſes with the Annuity.

And that the ſame ſhall be lyable to diſtreſs.

And that all perſons ſeiſed ſhall pay the Annuity, &c.

Proviſo.

That if the Grantee refuse or deny to do reasonable service to the Grantor, or depart without leave, this deed to be void and the Annuity to cease.

wise at any time during the life of the said *A.B.* shall leave or depart out of the service of the said *A.B.* without the consent of the said *A.B.* under the Hand and Seal of the said *A.B.* first had and obtained: **That then**, and immediately after such refusal, denial, leaving, or departure of the said *A.B.* as well this present Deed, as also all and every clause, matter or thing therein contained, shall be utterly void, frustrate, and of none effect in the Law, and also that then, and from thence forth, the said Annuity or annual rent-charge of five pounds, shall cease and determine, and be no longer payable in any wise, any thing before in these presents contained to the contrary notwithstanding.

A Grant of an Annuity, to a man and his wife during their lives, issuing out of Lands passed by way of a Fine and Recovery.

THis Indenture, &c. **Between** Sir *W. H.* of St *J.* in the County of *M.* Knight, on the one part, and *T. A.* Citizen and Haberdasher of *L.* and *A.* his wife of the other part, **Witnesseth** that the said Sir *W. H.* for, and in consideration of the Sum of, &c. whereof, &c. **Hath** given and granted and by these presents doth give and grant for him, his Heirs, Executors, and Administrators, unto the said *T.* and *A.* his wife, one Annuity of a hundred pounds, of, &c. by the year, by the said Sir *W. H.* his Heirs, Executors, Administrators or Assigns, from henceforth yearly to be paid to the said *T.* and *A.* and their Assigns, by, and during the term of the natural lives of the said *T.* and *A.* and the life of the longest liver of them, at, or in the Mansion house of the said *T.* situate, &c. At two equal payments in every year, in manner and form following, that is to say, on the four and twentieth of *December*, or on the fortieth day next after the same twenty fourth of *December*, the sum of fifty pounds of, &c. and on the twenty fourth of *June*, or on the fortieth day, &c. the like sum of fifty pounds of, &c. The first payment thereof to begin and to be made on the twenty fourth of *December* next, &c. or on the fortieth day, &c. And so from thenceforth the said Annuity to have continuance, to be yearly paid to the said *T.* and *A.* and their Assigns upon the said days, and within the said times, and at the said place, during the natural lives of the said *T.* and *A.* and the life of the longest liver of them: **And** the said Sir *W. H.* doth covenant to, and with the said *T.* and *A.* &c. That if, and as often as it shall happen the said Annuity of a hundred pounds or any part or parcel thereof to be behind and unpaid, on, or upon the said twenty fourth of *December*, or twenty fourth of *June*, or on or after, either of them, that then, and so often as that shall happen, during the natural lives of the said *T.* and *A.* the said Sir *W.* his Heirs, Executors, or Administrators, shall forfeit and lose to the said *T.* and *A.* and their Assigns, the Sum of twenty Marks of, &c. in the name of a Pain; and thereof shall make full and true payment, to the said *T.* and *A.* or their Assigns, with that part of the said Annuity of, &c. whereof default shall be made as aforesaid: **And** for the consideration aforesaid, and for a good and certain surety and assurance to be had and made

Consideration.

Grant for life and the longer liver.

Payable, &c.

Nomine pœnæ.

made to the ſaid *T.* and *A.* of, and for, the ſaid Annuity of, &c. to them the ſaid *T.* and *A* well and truly to be paid every year, during the natural lives of the ſaid *T.* and *A.* and the life of the longeſt liver of them according to the effect and true meaning of theſe preſents: The ſaid Sir *W. H.* for him, his Heirs and Aſſigns, doth covenant, &c. to, and with the ſaid *T. A.* his Heirs and Aſſigns, by theſe preſents, that he the ſaid Sir *W. H.* before the tenth day of *June* next enſuing &c. by Fine or Fines, to be levied, with Proclamations, before the Juſtice of the Kings Majeſties Court of Common Pleas at *Weſtminſter*, according to the order and courſe of the Laws and Statutes of this Realm, between the ſaid *T. A.* and the ſaid *A.* his Wife, Plaintiffs; and the ſaid Sir *W. H.* deforceant, ſhall and will recognize, and acknowledge all that Meſſuage or Tenement, now in the occupation of the ſaid Sir *W. H.* or his Farmers or Tenants, and all Barns, &c. thereunto belonging, or occupied, demiſed, or releaſed to, or with the ſame: And all theſe Lands, &c. and all and ſingular other the Meſſuages, &c. of the ſaid Sir *W.* in the Towns, and Fields, Pariſhes, and Hamlets, of, &c. in the County of *M.* by ſuch convenient name, or names, as are, or ſhall be, deviſed to be the Right of the ſaid *T. A.* as thoſe which the ſaid *T. A.* and *A.* ſhall have of the Gift of the ſaid Sir *W. H.* and the ſame by the ſaid Fine ſhall remiſe, and quit claim from him the ſaid Sir *W.* and his Heirs to the ſaid *T.* and *A.* and the Heirs of the ſaid *T.* for ever: **And further**, the ſaid Sir *W. H.* ſhall by the ſame Fine, grant for him and his Heirs, that he ſhall warrant the premiſſes with the Appurtenances to the ſaid *T.* and *A.* and to the Heirs of the ſaid *T.* againſt him the ſaid Sir *W.* and his Heirs for ever; Which ſaid Fine and Fines, and all, and every other Fines to be levied by the ſaid *W.* to the ſaid *T.* and *A.* and the Heirs of the ſaid *T.* in any other manner of the ſaid Premiſſes with the Appurtenances, or of any part, or parcel thereof before the ſaid tenth of *June* next, &c. by the name, or names aforeſaid, or by any other name or names whatſoever, ſhall be to the uſe and behoof of the ſaid *T. A.* and *A.* his wife, and of the Heirs of the ſaid *T. A.* and *A.* by *R. S.* and *R. H.* **And** the ſaid *T. A.* for himſelf, and for the ſaid *A.* his wife, and for the Heirs and Aſſigns of him the ſaid *T.* covenanteth with the ſaid Sir *W. H.* his Heirs and Aſſigns by theſe preſents: and after the ſaid Fine, or Fines, had and levied as aforeſaid, he the ſaid *T.* and the ſaid *A.* his wife, ſhall, and will ſuffer the ſaid *R. S.* and *R. H.* to ſue and proſecute one Writ of *Entry ſur diſſeiſin in le poſt*, before the ſaid Juſtice of his Majeſties ſaid Court of Common Pleas at *Weſtminſter*, againſt the ſaid *T. A.* and his wife, of all and ſingular the ſaid Lands and Tenements, Rents, Reverſions, and all, and ſingular other the Premiſſes with the Appurtenances by ſuch convenient names and quantities, as by the ſaid Sir *W.* his Heirs, Executors, or Adminiſtrators, or by his or their Council learned, ſhall be reaſonably deviſed or adviſed; in, and by which writ of *Entry Sur diſſeiſin in le poſt*, ſo to be brought, the ſaid *T. A.* and *A.* his wife, ſhall appear and vouch to warranty the ſaid Sir *W. H.* who ſhall appear and enter into warranty, to vouch to warranty the common Vouchee, who after his entry into the warranty and Imparlance

Covenant to Levy a Fine.

With warranty.

To the uſe of the Grantee and his wife who Covenant to ſuffer a Common Recovery.

lance being had, ſhall make default, to the end one common Recovery may be had and proſecuted in all things according to the uſual order, and form of common Recoveries for Aſſurances of Lands, Tenements, and Hereditaments, in ſuch caſes uſed and accuſtomed; and that the ſame Recovery ſhall in due form of Law be executed accordingly. **And it is witneſſed**, declared, covenanted, condeſcended, and fully agreed by, and between the ſaid parties, to theſe preſents, that the ſaid Recovery ſo to be had, and proſecuted, and all other Recoveries of the Premiſſes, or of any part, or parcel thereof, between the ſaid parties, or any of them, before the ſaid 10th of *J.* next, &c. and the full execution of them, and every of them. And alſo the ſaid Fine, and Fines, after the ſaid Recovery ſo had, or ſuffered; and alſo all and ſingular other Fines, and Recoveries whatſoever, heretofore had, levied, acknowledged, or ſuffered, or to be had, &c. of the ſaid Premiſſes, or of any part thereof, by what name, or names, ſoever, ſhall be, and ſhall be adjudged, and taken to be to the uſes, and intents, and purpoſes hereafter in theſe preſents mentioned, limited, and expreſſed, and to none other uſe, purpoſe or intent, **That is to ſay**, unto the uſe, and behoof of the ſaid Sir *W. H.* and of his Heirs and Aſſigns, until default ſhall be made in payment of the ſaid Annuity of, &c. before, by theſe preſents granted as aforeſaid, or of any part thereof contrary to the true meaning of theſe preſents: **And from**, and immediately after ſuch default in payment had, and made, as aforeſaid; Then the ſaid Fines, Recoveries, and other the Aſſurances aforeſaid, ſhall be, and ſhall be adjudged, and taken, to be to the only and proper uſe, and behoof of the ſaid *T.* and *A.* and of the Heirs and Aſſigns of the ſaid *T.* for ever, and to none other uſe, purpoſe, or intent, any thing before in theſe preſents contained, or any other matter, or thing whatſoever, to the contrary hereof in any wiſe notwithſtanding. **And** the ſaid Sir *W.* for him, his Heirs, and Aſſigns, covenanteth with the ſaid *T.* and *A.* &c. in form, &c. *viz.* That all, and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular, other the Premiſſes, with all, and ſingular their Appurtenances from and after any default of payment happning contrary to the tenor and effect of theſe preſents, of, or in the ſaid Annuity, or any part, or parcel thereof, ſhall be, and remain unto the ſaid *T.* and *A.* and to the Heirs and Aſſigns of the ſaid *T.* for ever clear and free, diſcharged, and Exonerated, and acquitted; or otherwiſe of the ſaid Sir *W.* his Heirs, Executors, or Adminiſtrators, from time to time, and at all times ſufficiently ſaved harmleſs, and from all and ſingular Farms, Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Bonds, Debts, Titles, Fine, and Fines, for alienation, by theſe preſents, Joyntures, Dowers, Titles of Dower, Amerciaments, Arrearages of Rents, and all other Incumbrances whatſoever: The chief Rents, and Services to be due and payable to the chief Lord, or Lords of the Fee, or Fees of the Premiſſes, in reſpect of their Signiories only; and all Leaſes made of the Premiſſes, or of any part or parcel thereof for term of three lives or 21 years, whereupon the old and accuſtomed Rents, or more, are reſerved, and ſhall be yearly payable

To the uſes herein after mentioned. (viz) *to the uſe of the Grantor till default in payment of the Annuity, and after default to the uſe of the Grantee and his Wife, and the Heirs of the Husband.*

Covenant that after default in payment of the Annuity the Premiſſes ſhall remain to the Grantee and his Wife.

Free from Incumbrances.

Except the rent and ſervice due to the Lord of the Fee.

payable, after ſuch default made to the ſaid *T.* and *A.* and the Heirs of the ſaid *T.* always exempted and fore-priſed. **And further**, the ſaid Sir *W.H.* covenanteth, &c. that if it ſhall fortune, default to be made contrary to the tenor, purpoſe, form, and effect of theſe preſents, of, or in payment of the ſaid Annuity, &c. that then, and at the time of ſuch default made and from thenceforth for ever, the ſaid Premiſſes ſhall be or lawfully may be, and continue to the ſaid *T.* and *A.* and to the Heirs of the ſaid *T.* for ever, of the full and clear yearly value of, &c. over and above all Charges and Repriſes: And that the ſame be now ſo holden and farmed. **And further** that then, and for ever after the time of any ſuch default ſo happning, in payment of the ſaid Annuity, the ſaid *T.* and *A.* and the heirs of the ſaid *T.* for ever, ſhall or may lawfully and quietly have, hold and enjoy, all, and ſingular the ſaid Mannors, &c. And then alſo, and from thenceforth ſhall, or may lawfully and quietly have, take, perceive, receive and enjoy all, and ſingular the Rent, Revenues, Iſſues, and Profits thereof, and of every part thereof, to the only uſe of the ſaid *T.* and *A.* and of the Heirs of the ſaid *T.* for ever without let, moleſtation, Action, Suit, Entry, Diſturbance or Interruption of the ſaid Sir *W.* his Heirs, Executors or Aſſigns, or any of them, and without any lawful Action, &c. of any other perſon or perſons whatſoever except before excepted. **And alſo** the ſaid Sir *W.* covenanteth, &c. that he the ſaid Sir *W.* his Heirs or Aſſigns, within ſix months next, after any default made contrary to the form and effect of theſe preſents, of, or in, any payment of the ſaid Annuity, or of any part thereof, ſhall, and will well and ſafely deliver, or cauſe to be delivered to the ſaid *T.* and *A.* their Heirs and Aſſigns, or ſome of them, at the now Manſion-houſe, &c. all and ſingular ſuch Deeds, Chattels, Evidences, Books of Survey Teriers, Writings, and Mynuments, concerning the Premiſſes only, or only any part or parcel thereof, or which the ſaid Sir *W.* now hath, or which he, his heirs then ſhall have, without Suit in the Law, may then get, or come by, together with the true Copies of all other Writings, &c. which do concern the premiſſes, or any part thereof, joyntly with any other Lands, Tenements, or Hereditaments. **Provided** always, that if the ſaid Sir *W.* his Heirs, Executors or Adminiſtrators, ſhall happen not to make true payment, according to the tenor and true meaning above in theſe preſents declared, of the ſaid Annuity, &c. and of all Sums of money to be forfeited *Nomine pœnæ* as aforeſaid, and of every part and parcel of them, but ſhall fail and make default in payment of the ſame, or any part thereof, contrary to the form and effect of theſe preſents: So that the ſaid *T.* and *A.* or the Survivor of them, or their Heirs or Aſſigns or the Heirs or Aſſigns of either of them, by reaſon of the ſame default, then ſhall, or may lawfully from thenceforth poſſeſs, enjoy, receive and take, all and ſingular the Rents, Revenues, Iſſues and Profits of all and ſingular the Premiſſes, with all and ſingular the Appurtenances, according to the intent and true meaning above in theſe preſents ſpecified and declared, That then the ſaid Annuity above granted to the ſaid *T.* and *A.* and the longer liver of them, ſhall ceaſe, determine, and be no longer paid. **And moreover** the ſaid Sir *W.* covenanteth, &c. that he the ſaid Sir *W.* his

And of the clear yearly value of, &c. above repriſes.

For quiet enjoying.

Covenant. To deliver all writings to the Grantee, after default made in payment, &c.

Proviſo, that if default be made, &c. ſo as the Grantee may take all the Rents, then the Annuity to ceaſe.

Covenant:

Heirs

Heirs and Aſſigns, and Dame *N.* now wife to the ſaid Sir *W.* and all and every other perſon or perſons (other than ſuch Leſſees as ſhall lawfully claim for, and by reaſon of their Leaſes, and Eſtates to be excepted) which have, or ſhall or may lawfully claim to have any Eſtate, Right, Title, or Intereſt, of, in or to, the ſaid Premiſſes with their Appurtenances or any part thereof, ſhall and will not only at all times, during five years next enſuing the date thereof, upon reaſonable requeſt, make, do, acknowledge, and ſuffer, and cauſe, &c. all and every ſuch act and acts, thing and things, as by the ſaid *T.* and *A.* or either of them, or the Heirs, or Aſſigns, of the ſaid *T.* or by their, or any of their Council learned in the Law, ſhall be lawfully demiſed, or adviſed for the further aſſurance, ſurety, conveyance, and ſure making of all and ſingular the ſaid mannors, &c. to be had, conveyed, and made ſure to the ſaid *T.* and *A.* and to the Heirs, Executors, Adminiſtrators and Aſſigns of the ſaid *T.* to the only uſe of the ſaid *T.* and *A.* and of the Heirs and Aſſigns of the ſaid *T.* for ever, according to the true meaning of theſe preſents, and upon the conditions therein contained, and not otherwiſe: But alſo at all times during ſeven years next after any default made, contrary to the tenor and true meaning of theſe preſents, of, or in, payment of the ſaid Annuity, ſhall and will, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T.* and *A.* or one of them, &c. make, do, acknowledge, &c. all and every ſuch lawful and reaſonable act, &c. as the ſaid *T.* &c. ſhall deviſe, &c. for the further aſſurance of all and ſingular the ſaid Mannors, &c. to be had, conveyed, and made ſure to the ſaid *T.* and *A* and to the Heirs and Aſſigns of the ſaid *T.* for the only uſe and behoof of the ſaid *T.* and *A.* and of the Heirs and Aſſigns of the ſaid *T.* for ever, without any manner of Condition or Defeaſance whatſoever: And alſo that he the ſaid Sir *W.* his Heirs or Aſſigns within one year next enſuing the date hereof, ſhall, and will deliver or cauſe to be delivered to the ſaid *T. A.* or the Survivors of them, or to the Heirs and Aſſigns of the ſaid *T.* and *A.* at the now Manſion, &c. one Book of a plain and perfect Survey of all the ſaid Meſſuages, Lands, Tenements, Rents, Services, and Hereditaments, and of all and other the Premiſſes with their Appurtenances, containing and expreſſing the names of the Tenants and Occupiers of the Land; and their Eſtates, and the yearly Rents, plainly and legibly written. And the ſaid *T. A.* for himſelf and the ſaid *A.* his wife, covenanteth, &c. that they the ſaid *T.* and *A.* or their Aſſigns, or the Survivor of them, or his, or her Aſſigns, upon the receipt of every payment of the ſaid Annuity, or Sums forfeited *Nomine pœnæ*, to them, or any of them hereafter to be made according to the tenor and true meaning of theſe preſents, ſhall and will upon requeſt therefore to be made, deliver a Writing under their Hands, or under the Hands of the Survivor of them, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *T.* and *A.* or their Aſſigns or the Survivors of them, or his, or her Aſſigns ſhall receive any ſuch payment. In Witneſs, *&c.*

Further aſſurance.

To the uſe of the Grantee without any Condition.

And to deliver a Book of Survey to the Grantee.

Covenant that the Grantee ſhall give Acquittances.

A Grant of an Annuity by a Leaſe to his Lord, iſſuing out of a Tenement to him demiſed, with clauſe of Diſtreſs, and Covenant that the Houſe ſhall ſtand overt, and lyable to Diſtreſs.

TO all to whom this preſent Writing ſhall come, *G. P.* of *S.* in the County of *E.* Eſq; ſendeth greeting: **Whereas** *E. H.* Citizen and Skinner of *L.* by his Indenture of Leaſe, dated the ſixth of *Feb.* &c. hath granted, demiſed, and letten to Farm to me the ſaid *G.* all that Meſſuage, &c. and all ſhops, &c. ſituate in *B.* &c. **To hold** from the Feaſt of the Annunciation, &c. now next coming, by and during the term of one and twenty years, from thence, &c. As by the ſaid Indenture, &c. which Indenture of Leaſe was ſealed and delivered by the ſaid *E. H.* unto the ſaid *G. P.* before the enſealing and delivery of theſe preſents by the ſaid *G.* And the ſaid *G.* by vertue of the ſame Indenture, was poſſeſſed of the ſaid Meſſuage or Tenement. **Know ye**, That the ſaid *G.* for very good and ſpecial cauſes and conſiderations him moving, **Hath** given and granted, and by theſe Preſents, for him, his Executors, Adminiſtrators and Aſſigns, doth give and grant unto the ſaid *E.* one Annuity, or Annual Rent of thirty pounds of, &c. to be iſſuing and levied out of, and upon the ſaid Meſſuage or Tenement, and other the Premiſſes with their Appurtenances. **To have**, take, perceive, and receive the ſaid Annuity, or annual Rent, of, &c. to the ſaid *E.* his Executors, Adminiſtrators and Aſſigns, yearly for and during all the ſaid term of one and twenty years, or for ſo long time as the ſaid *G. P.* his Executors, Adminiſtrators, or Aſſigns, ſhall or may occupy and enjoy the ſaid Meſſuage or Tenement, by vertue of the ſaid Indenture of Leaſe, at the Feaſt of St. *Michael*, &c. and the Annunciation, &c. or within the ſpace of eight and twenty days next after every of the ſame Feaſt-days, yearly to be paid by equal portions during the ſaid term: The firſt payment thereof to begin at the Feaſt of Saint *Michael*, &c. now next coming. **And** if it ſhall happen the ſaid Annuity or annual Rent of thirty pounds, or any part thereof, to be behind and unpaid, by the ſpace of eight and twenty days after any of the ſaid Feaſt-days wherein the ſame ought to be paid as aforeſaid, it being firſt lawfully demanded at the ſaid Meſſuage or Tenement, that then it ſhall be lawful to and for the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, into the ſaid Meſſuage or Tenement with the Appurtenances, to enter and diſtrain; and all and every the Diſtreſs and Diſtreſſes there found, lawfully to bear, drive and carry away, and with them to hold and keep, until the ſaid Annuity and yearly Rent, and all Arrearages thereof; and of all their coſts and damages in that behalf ſuſtained, they be fully paid and ſatisfied. **And** the ſaid *G. P.* covenanteth, &c. That the ſaid Meſſuage and Tenement with the Appurtenances, for any act or thing to be done, cauſed, procured, or agreed unto by the ſaid *G.* his Executors, Adminiſtrators or Aſſigns, or by any other perſon or perſons, by his or their means, title, or procurement, ſhall be lyable, *overt* and *ſubject* to all and every Diſtreſs and Diſtreſſes of the ſaid *E.* his Executors, Adminiſtrators and Aſſigns, from time to time, as often as any occaſion thereof ſhall be given, during the ſaid term of one and twenty years. **In Witneſs**, &c.

Recital of a Leaſe.

Conſideration.

Grant of the Annuity.

Habend. for 21. years, or ſo as the Grantor may hold the premiſſes by the recited Leaſe.

Clauſe of Diſtreſs.

That the premiſſes ſhall be overt, &c.

A

A Grant of an Annuity to a Woman for her life, after the deceaſe of her Husband, with a Clauſe to enter and detein.

Conſideration. TO all Perſons to whom this preſent writing ſhall come; *C.B.* of *S.* in the County of *B.* ſendeth greeting. Know yee, That I the ſaid *C.B.* for and in conſideration of fifty pounds to me paid by *W. D.* Dean of *Windſor*, in marriage with *R.D.* Daughter of the ſaid *W. D.* and *R.B.* Son and Heir to me the ſaid *C.B.* Have given and granted, and by this my preſent Writing, do confirm to the ſaid *W. D.* and to *H. D.* and *W. D.* and their Aſſigns, one Annuity or annual Rent of 20 l. of lawful money of *England*, to be iſſuing out of the Mannor or Capital Meſſuage called *W.* in the County of *M.* &c. To have and perceive the ſaid Annuity or yearly Rent aforeſaid, to the ſaid *W. D. H. D.* and *R. D.* &c. and their Aſſigns, for the term of the life of the ſaid *R.* to the uſe of the ſaid *R.* for the term of her life; Payable yearly at the Feaſt of Saint *M.* and the Annunciation of the bleſſed Virgin *M.* by equal portions, the firſt term of the payment thereof to begin at that Feaſt of the Feaſts aforeſaid, as ſhall next happen after the death of the ſaid *R.B.* Husband of the ſaid *R.* and not before. And if it ſhall happen the ſaid Annuity or yearly Rent, to be behind or unpaid in part or in all, by the ſpace of eight and twenty days next after any Feaſt, of the Feaſts aforeſaid, in which as aforeſaid, the ſame ought to be paid; that then and from thenceforth it ſhall be lawful for the ſaid *W. D. H. D.* and *R. D.* or any of them, or their Aſſigns, or the Aſſigns of any of them, into the ſaid Mannor, or Capital Meſſuage, &c. to enter, and the ſame to hold and poſſeſs, and the Rents of the ſame, with all Rents and Profits, and Commodities to the ſame Mannor, &c. belonging or appertaining, to the uſe and behoof aforeſaid, to take and enjoy, until the Annuity, or annual Rent aforeſaid, together with the Arrearages of the ſame (if any be) to them, to the uſe of the ſaid *R.* ſhall be fully ſatisfied and paid. In Witneſs, &c.

Habend for life.

Clauſe if default be, then to enter and take the profits.

A Grant of an Annuity, or Rent-charge of fifty Marks, and of a hundred Shillings, Nomine pœnæ.

A good preſident paſſed by the Kings Serjeant at Law, in the Remainders over for want of Iſſue. TO all perſons to whom this preſent writing Tripartite indented ſhall come, *R.P.* and *I.C.* and *H.S.* ſend greeting: Whereas we the ſaid *R.P. I.C.* and *H.S.* are ſeiſed in our Demeſne as of Fee, of the Mannor of *S.* with the Appurtenances, &c. Know yee, that we by theſe preſents do grant to *W. M.* a certain annual Rent of 50 Marks, to be taken and paid out of, and in theſe Mannors, Lands and Tenements, with the Appurtenances, to the ſaid *W. M.* and the Heirs of his body coming, at the Terms of Saint *M.* and *E.* yearly by equal portions; And we do moreover grant unto the ſaid *W. M.* and the Heirs of his body iſſuing, the Rent of a 100 ſh.

Grant of the Annuity.

(*Nomine*

(*Nomine pœnæ*) to be iſſuing out of the Mannors aforeſaid, to have, and take to them, ſo often as it ſhall happen, the ſaid Annual Rents of 50. Marks, to be behind and unpaid in part, or in all, to the ſaid *W. M.* and his Heirs aforeſaid, by the ſpace of 4 Months, next after any term of payment of the ſame 50 Marks above limited: **And** that it ſhall be lawful to the ſaid *W. M.* and his Heirs aforeſaid, as well for the ſame rent of 50 Marks (if it ſhall happen to be behind and unpaid in part or in all, by the ſpace of 4 Months next after any term of payment thereof) to diſtrain in the ſaid Mannor of *S.* and theſe Lands and Tenements aforeſaid, with the Appurtenances, and the diſtreſſes there taken, to drive, carry away, and detain, until to the ſaid *W. M.* and his Heirs aforeſaid, and the ſaid Rent of 50 Marks, and the ſaid Rent of a 100 ſh. granted (*nomine pœnæ*) be fully contented and paid. **And** if it ſhall happen that the ſaid *W. M.* ſhall dye without heirs of his body. Then we will and grant, that the ſaid annual rent of fifty Marks ſhall remain to *F. M.* and the Heirs of his body coming: **And** that the ſaid *F. M.* and his heirs aforeſaid, ſhall for ever after have the ſaid yearly Rent, to be paid and taken yearly at the terms aforeſaid, by equal portions, of, and in manner aforeſaid, and other the Premiſſes with the Appurtenances; and we do further grant to the ſaid *F. M.* and his heirs aforeſaid, the ſaid rent of a hundred ſhillings *Nomine pœnæ*, out of the Mannor afore iſſuing, to be taken and had as often as it ſhall happen the ſaid Rent of fifty Marks to the ſaid *F.* and his Heirs aforeſaid, in form aforeſaid granted, to be behind in part, or in all, by the ſpace of four months after any term of payment hereof, and that it ſhall be lawful, *&c.* **Provided** always, that ten Marks of the ſaid fifty Marks, in form aforeſaid granted, ſhall not be paid, nor any diſtreſs for the ſame ten Marks ſhall be at any time taken, or levied, during the life of *R. Q.* **Provided** alſo, that the perſons of us the ſaid *R. P. I. C.* and *H. S.* or the perſons of any of us, or our heirs, ſhall not be charged, or chargeable with this preſent Grant, but the ſame ſhall only extend to, and charge the ſaid Mannors, Lands, and Premiſſes, with the Appurtenances. **In Witneſs**, *&c.*

Nomine pœnæ.

Diſtreſs.

With remainder over.

Diſtreſs. Proviſo.

Not to charge the perſons of the Grantors.

An Annuity for term of years, iſſuing out of Land with liberty to ſell the Diſtreſſes.

THis Indenture, &c. 9 *July Anno* 24 *Eliz.* **Between** *H. D.* of *S.* in the County of *S.* Eſquire, on the one party, and Sir *L. D.* Citizen and Alderman of *L.* on the other party, **Witneſſeth** that the ſaid *H. D.* in full ſatisfaction of all debts, duties, and demands, which *C. D.* of *L.* Gentleman, deceaſed, Uncle of the ſaid *H. D.* did at the time of his deceaſe owe unto the ſaid Sir *L. D.* **hath** for him, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, given, granted and confirmed, and by theſe preſents, for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth give, grant, and confirm unto the ſaid Sir *L. D.* Knight, his Executor, and Aſſigns, one Annuity, or yearly Rent of ten pounds

Conſideration.

Grant of the Annuity.

pounds of, *&c.* yearly to be iſſuing, and going out of all that Park or Grounds, called or known by the name of *W.* in the Pariſh of *M. alias N.* in the County of *S.* and out of all whatſoever Lands, Mills, Tenements, Woods, Underwoods, and Hereditaments whatſoever, lying and being in *I.W.* aforeſaid, as out of all and ſingular other the Lands, Tenements, and Hereditaments, of the ſaid *H.D.* within the ſaid County of *S.* **To have, hold, receive,** levy, receive, take, and enjoy the ſaid Annuity, or yearly rent of, *&c.* unto the ſaid Sir *L.D.* his Executors, Adminiſtrators, and Aſſigns, from the twelfth of *M.* which ſhall be, *&c.* 1590. for, and during the term of ten years then next enſuing, to be compleat and ended, payable, during the ſaid term of ten years, at the uſual place of tender, receipt, and payment of money, commonly called the *Counting-houſe*, ſet and being on the Weſt part of the Royal *Exchange* in *L.* without fraud or guile, on the firſt day of *M.* and, *&c.* The firſt payment of the ſaid Annuity, or yearly rent, to begin on the firſt day of *M.* which ſhall be, *&c.* 1591. **And** the ſaid *H. D.* for him, *&c.* covenanteth, *&c.* in form, *&c.* that he the ſaid *H.D.* his Heirs, Executors, or Aſſigns, *&c.* ſhall and will yearly, during the ſaid term of ten years, upon the firſt day of *M.* well and truly, pay or cauſe, *&c.* unto the ſaid *L. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, at the *Counting-houſe* aforeſaid, the yearly Rent, or Annuity of ten pounds; **And** if it ſhall happen, the ſaid Annuity or yearly Rent of, *&c.* to be behind and unpaid in part, or in all, at any of the days or time above limited, That then and ſo often the ſaid *H. D.* his Heirs and Aſſigns, and every of them ſhall and will forfeit and pay unto the ſaid Sir *L. D.* his Executors or Aſſigns, for every ſuch default in payment, the ſum of 5 l. of, *&c.* in the name of a pain or penalty: **And** that then and at all times after, and from time to time, ſo often and when, as any default of payment of the ſaid Annuity, or yearly rent, or of any part thereof, ſhall happen, during the ſaid term of 21 years, to be made, contrary to the limitation aforeſaid; it ſhall, and may be lawful unto, and for the ſaid Sir *L.D.* his Executors, Adminiſtrators, and Aſſigns and to every of them, as well for the ſaid Sum of ten pounds, ſo to be due and unpaid; As for the ſaid 5 l. to be as above forfeited and loſt (*Nomine pœnæ*) into the ſaid Park called *I.W.* and all and ſingular other the ſaid Lands, Tenements, and Hereditaments and all other the Premiſſes, into any part or parcel thereof to enter and diſtrain; And the Diſtreſs or Diſtreſſes then, and there ſo had and taken, and from thence lawfully to bear, lead, drive, and carry away without any manner of Reſcous, or Suit of Replevin, by the ſaid *H.D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or by any other perſon or perſons, for them, or any of them: And that the ſaid Sir *L.* his Executors, Adminiſtrators or Aſſigns, and every of them, ſhall, and may, detain, retain, and keep the ſame Diſtreſs or Diſtreſſes irrepledgeably, until the ſaid Sir *L.* his Executors, Adminiſtrators or Aſſigns, be, as well of the ſaid yearly rent of, *&c.* which ſhall be due, and as aforeſaid unpaid, as of the ſaid 5 l. to be as aforeſaid forfeited (*Nomine pœnæ*) and of every part or parcel thereof, and alſo of the reaſonable coſts and expences which ſhall be by reaſon of the non-payment thereof

Habend for 10. *years.*

Covenant to pay the Annuity.

Nomine pœnæ.

Clauſe of diſtreſs.

of ſuſtained, fully ſatisfied, contented, and paid: **And** if it ſhall happen that the ſaid yearly Rent of, *&c.* and the ſaid 5 l. aforeſaid to be forfeited (*Nomine pœnæ*) for which the ſaid Diſtreſs, or Diſtreſſes ſhall be, as aforeſaid, had and taken, ſhall be behind and unpaid, at the place afore limited for the payment thereof, by the ſpace of 5 days; on, or after any ſuch Diſtreſs, or Diſtreſſes ſhall be taken as aforeſaid, by the ſaid Sir *L.D.* his Executors or Aſſigns, for the ſaid Sums, or for any part thereof: That then and ſo often it ſhall be lawful to, and for the ſaid Sir *L.* his Executors, Adminiſtrators and Aſſigns, and every of them, to cauſe the ſame Diſtreſs, or Diſtreſſes, to be valued and priſed, and according to the ſaid priſement to his, or their own uſe, to retain; or otherwiſe to ſell the ſame at the will and pleaſure of the ſaid Sir *L.* his Executors, Adminiſtrators and Aſſigns for the ſatisfaction and payment, as well of the ſaid Annuity of, *&c.* as of the ſaid 5 l. (*Nomine pœnæ*) and alſo of the ſaid coſts and expences: **And** the ſaid *H.D.* hath put the ſaid Sir *L. D.* in poſſeſſion and ſeiſin of the ſaid Annuity by the delivery and payment to the ſaid Sir *L.* at the enſealing and delivery hereof 4 d. of, *&c.* **And moreover** the ſaid *H.D.* for him, *&c.* covenanteth, *&c.* in form, *&c.* that the ſaid Park, Tenements and Hereditaments, out of which the aforeſaid Annuity of, *&c.* is limited to be iſſuing, and every part and parcel thereof, ſhall be from, and after the ſaid 20th of *M. Ann.* 1590. for, and during the ſaid term of one and twenty years, from time to time, and at all times, during the ſaid term of one and twenty years, when, and as often, as the ſaid Annuity of, *&c.* and the 5 pounds to be forfeited *Nomine pœnæ*, if any part thereof ſhall happen to be behind and unpaid, at the place appointed for the payment thereof, contrary to the limitation aforeſaid, ſhall be lyable, overt and ſubject to the Diſtreſs and Diſtreſſes, of the ſaid *L.D.* his Heirs, Executors, Adminiſtrators, and Aſſigns, as aforeſaid: **And** that the ſaid Sir *L.D.* his Executors and Aſſigns, and every of them ſhall, and may, from and after the ſaid 20th day, *&c.* for, and during the ſaid term of 21 years, to the true meaning of theſe preſents, have, receive, and take the ſaid Annuity of, *&c.* without any let, denial, interruption, or contradiction of the ſaid *H.* his Heirs or Aſſigns, or any of them, or of any other perſon or perſons, by his or their means, right, title, or procurement: **And** that he the ſaid *H.* at the time of the enſealing and delivery of theſe preſents, is ſeiſed in his Demeſne of Fee, to his, and their own uſe of ſuch good Eſtate in Fee Simple, of, and in three parts, in four parts to be divided, of all the ſaid Park and Grounds, called and known by the name of *I.W.* as was granted to him and his Heirs, by the Queens Majeſty, under Letters Patents, dated at *W.* and of, and in the fourth part thereof, of ſuch good and lawful Eſtate as was to him granted and aſſigned by *T.B.* **And** that he the ſaid *H.* his Heirs, Executors or Adminiſtrators, ſhall well and truly pay, *&c.* unto our ſaid Soveraign Lady the Queens Majeſty, her Heirs, and Succeſſors, the hundred pound mentioned in the ſaid Letters Patents, according to the limitation and true meaning of the ſame: **In Witneſs**, *&c.*

To appriſe the diſtreſs, and ſell the ſame.

Seiſin and poſſeſſion given.

Covenant.

That the premiſſes ſhall be Overt to diſtreſs.

For receiving the Annuity.

That the Grantor is ſeiſed in Fee.

An.

An Annuity granted out of a Leaſe with good Covenants.

Recital of the Leaſe.

TO all, &c. *M.H.* of *H.* in the County of *M.* Widow, late Wife and Executrix of the laſt Will and Teſtament of *R.H.* Eſquire deceaſed, ſendeth greeting in our Lord God everlaſting, **Whereas** *I.A.* Clerk, Parſon of *H.* in the County of *M.* by his Indenture of Leaſe bearing date the 4th of *F. Anno Regni Regina Eliz.* xiij. hath demiſed, granted, and to Farm-letten unto *W. A.* of *D.* in the ſaid County Eſquire, all that the Rectory, or Parſonage of *H.* with all manner of Houſes, Edifices, Barns, Stables, Orchards, Gardens, Glebe-Lands, Tithes, Penſions, Portions, Fruits, Offerings, Oblations, Obventions, and other Rights, Profits, Commodities, Emoluments, and Advantages whatſoever, to the ſaid Rectory, or Parſonage belonging, or in any wiſe appertaining; ſet, lying, being, coming, growing, or renewing, within the Pariſh or Fields of *H.* aforeſaid, or elſewhere, within the County of *M.* Except, and always reſerved unto the ſaid *I.A.* and his Succeſſors, during the term in the ſaid Indenture ſpecified, one Chamber next unto the Buttery of the ſame Houſe, with free ingreſs, egreſs, and regreſs into, and from the ſaid Chamber, at his and their will and pleaſure. **To have and to hold** the ſaid Rectory, and Parſonage of *H.* Houſes, Edifices, Buildings, Glebe-Lands, Tithes, Oblations, Offerings, Profits, Commodities, Emoluments and Hereditaments, and all and ſingular other the Premiſſes with their Appurtenances, except before excepted, unto the ſaid *W. A.* his Executors and Aſſigns, from the Feaſt of the Annunciation, *&c.* then next, *&c.* unto the end and term of lxxxx. years, from thence, *&c.* and fully, *&c.* As by the ſame Indenture of Leaſe containing, *&c.* And where alſo the Reverend Father in God *O.B.* of *L.* and Ordinary of the ſaid Church of *H.* aforeſaid the ſaid *I.A.* continuing ſtill Parſon of *H.* aforeſaid, by his Deed dated the 26. of *N.* 1614. and to the ſaid Deed indented, annexed, hath ratified and confirmed the ſaid Deed indented, and all and ſingular in the ſame granted demiſed, and leaſed, in manner and form, as in the ſaid Deed of Leaſe is expreſſed and contained, as by the ſaid Deed of confirmation plainly doth and may appear. **And where alſo** the ſaid *W. A.* by his Deed dated *An.* 17. *R. Eliz. &c.* hath given, granted, *&c.* to *I.C. &c.* all his Right, *&c.* then to come, of, and in the ſaid Rectory, *&c.* To have, *&c.* as by the ſaid Deed made to the ſaid *I.C.* alſo doth appear. **And where alſo** the ſaid *W. A.* by the name of *W.A.* true and undoubted Patron of the Pariſh Church of *H.* aforeſaid, by his Deed, dated the 2d. of *D.* 17. *R. Eliz.* for himſelf, his Heirs and Aſſigns, hath ratified and confirmed the ſaid Deed indented of Leaſe, and all and every thing therein contained, as by the ſaid laſt mentioned Deed of confirmation, *&c.* **And where alſo** the ſaid *I.C.* by his Deed dated the 2d. of *D. an.* 17. *R. Eliz.* hath given and granted unto the ſaid *W. A.* the former recited Deeds, and all his Right, *&c.* to have, *&c.* as by, *&c.* **And where alſo** the ſaid *W. A.* bargained and ſold his Intereſt *&c.*

To hold for 90 years.

Confirmation by the Biſhops Recitals.

Paſſages of the Leaſe.

Recital.

Confirmation by the Patron.

Recitals.

&c. to *W. R.* Esquire: **And where also** by Indenture dated, &c. the said *R.* assigned his interest in the Premisses, &c. to the said *R. H.* **And where** *T. R.* and *A. R.* have given, granted, bargained, and sold to the said *R. H.* his Heirs and Assigns for ever, all that the Parsonage and Advowson, Nomination and Gift of the Benefice of the Parsonage and Rectory of *H.* aforesaid, with the Appurtenances, and the Inheritance of the same, and all their, and either of their Right, Estate, Title, Interest and Demand to, and in the same; Together with all manner of Deeds, Escripts, Writings, and Mynuments of the said *T.* and *A.* or either of them, only touching or concerning the said Parsonage or Rectory, or any other the Premisses, **To have and to hold** the said Parsonage, Advowson, Nomination, and Gift of the Benefice of the said Parsonage and Rectory of *H.* aforesaid, with the Appurtenances, and the Inheritance of the same, and all their, and every of their Rights, &c. together with the said Deeds, &c. to the said *R. H.* his Heirs and Assigns for ever; to his, and their proper use, as by the said Indenture, &c. **And where**, moreover, the said *W. A.* by his Indenture dated, &c. hath remised, released, and for ever, for him and his Heirs, quite claimed to the said *R. H.* then being in full and peaceable possession of the Premisses, all the Right, Estate, Title, Interest, Condition, and Demands whatsoever that he the said *W. A.* then had, or hereafter might have, he the said *W.* nor Heirs, &c. as by the said last mentioned Indenture, *&c.* **Which said** Lease, Interest, and term of years in, and to, the said Rectory and Parsonage, and other the Premisses, with the Appurtenances, Demised or mentioned to be demised by the said first recited Deed indented of Lease, and also the same first recited Deed of Lease, and all covenants thereof, I the said *M. H.* now have and enjoy, amongst other things, of the Gift, Legacy, and Bequest of the said *R. H.* my late Husband, as by his last Will and Testament made and declared in Writing, dated, *&c.* **Know ye**, That I the said *M. H.* for the good will and affection which I have and bear unto my well-beloved Brother *M. W.* of the University of *O.* Gentleman, and towards the furtherance and better maintenance of his exhibition at the Studies of the Common Laws, or any other Faculty or Exercise that he shall, or will follow, or apply himself unto, and for divers other, *&c.* **Have** given, granted, and confirmed, and by these presents do fully, *&c.* unto the said *M. W.* his Executors, Administrators, and Assigns, one Annuity, or yearly Rent of *&c.* of lawful, *&c.* by the year, to be yearly going, issuing, and paid out of the said Rectory of *H.* with the Appurtenances; and out of all and every other the Premisses, with the Appurtenances; also out of singular other Lands, Tenements, and Hereditaments whatsoever, in or by the said several recited Indentures, Deeds, and Conveyances, and every or any of them demised, granted, or conveyed, or mentioned to be demised, granted, or conveyed, with all and every their Appurtenances, **To have, hold**, perceive, receive, levy, take, and enjoy the said Annuity or yearly Rent of, *&c.* to the said *M. W.* his Executors, Administrators, and Assigns, from the Feast, *&c.* unto the end, *&c.* at the days of the Feasts of, *&c.* or within ten days next after every of the

Recital of a bargain and sale.

Recital of a Release.

And of a will, by which the title is derived &c.

Consideration, &c.

For furthering the Studies of the Grantee.

Grant of the Annuity.

Habend. for years.

ſame Feaſt days, by even portions yearly to be paid at the Manſion houſe of the ſaid Rectory of *H.* or at the place where the ſame houſe now ſtandeth, the firſt payment whereof to be made at, &c. **And**, I the ſaid *M. H.* do covenant, &c. that I the ſaid *M.* mine Executors, Adminiſtrators, or Aſſigns, ſhall, and will well, and truly yield, and pay or cauſe, &c. the ſaid Annuity, or annual Rent, and every part and parcel thereof, to the ſaid *M.W.* his Executors, Adminiſtrators, and Aſſigns, yearly during the ſaid, &c. on the ſaid Feaſt days of the birth of our Lord God, &c. or within, &c. by equal portions at the ſaid Manſion-houſe of the ſaid Rectory. **And further**, I the ſaid *M.* do covenant, &c. that I the ſaid *M.* mine Executors, Adminiſtrators, or Aſſigns, ſhall and will forfeit and pay unto the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, for every default of payment of the ſaid Annuity, or any part or parcel thereof to be made, contrary to the form aforeſaid, the Sum of, &c. of lawful, &c. in the name of Pain, from time to time, during the ſaid term, &c. **And** that when, and as often, as that ſhall fortune the ſaid Annuity, or yearly Rent, or any part or parcel thereof to be behind and unpaid, contrary to the form aforeſaid; That then, and ſo often it ſhall and may be lawful to and for, the ſaid *M.W.* his Executors, Adminiſtrators, and Aſſigns, and every of them, into the ſaid Rectory, and all and every other the Premiſſes with their Appurtenances, and into every part, &c. to enter and diſtrain, as well for the ſaid Annuity, and every part thereof, and all and every the penalty and penalties aforeſaid, and as the Arrearages of the ſame, or either of them, and the Diſtreſs and the Diſtreſſes there to be found and taken, lawfully to lead, bear, drive, and carry away, and the ſame to detain and keep, until he the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, ſhall be fully paid and ſatisfied, of, and for, the ſaid Annuity or penalty aforeſaid, and every part and parcel of them and every of them, and all Arrearages of the ſame, or any of them, together with his, or their coſts and damages in that behalf to be ſuſtained. **And alſo**, I the ſaid *M.* do covenant, &c. in form, &c. *viz.* That I the ſaid *M.* at the enſealing and delivery of theſe preſents, am the very true, perfect, and lawful Owner of the firſt recited Indenture of Leaſe, and of all and ſingular the Premiſſes thereby demiſed, or mentioned to be demiſed, for all the whole term and reſidue of the ſaid term of, &c. in the ſaid Indenture of Leaſe mentioned, and yet to come, and not expired: **And** have full power, good right, lawful authority to give and grant the ſaid Annuity, or yearly Rent, &c. to the ſaid *M.* his Executors, and Aſſigns, for, and during the ſaid term, &c. in manner and form aforeſaid: **And** that the Premiſſes, and every part and parcel; and alſo the ſaid firſt recited Indenture of Leaſe, and every thing contained therein, now are, and from henceforth ſhall, and may from time to time, and at all times hereafter, during the ſaid term, &c. remain and continue, free and clearly diſcharged, exonerated, or otherwiſe by me the ſaid *M.* mine Executors, Adminiſtrators and Aſſigns, ſufficiently defended and ſaved harmleſs, of, and from all, and all manner of Grants, Bargains, Sales, Alienations, Surrenders, Forfeitures, Re-entries, Cauſe, and

Covenants.

That the Grantor will pay the annuity.

And in default ſhall forfeit Nomine pœnæ.

And ſhall diſtrain.

That the Grantor is lawful Owner of the firſt recited Leaſe.

And hath good right to Grant &c.

And that the premiſſes charged, are free from Incumbrances.

That may binder the Grantee.

Cauſes

Causes of Forfeiture or Re-entry, and of, and from all other Charges and Incumbrances whatsoever, had, made, or done, or that shall or may in any wise be hurtful or prejudicial to the said *M.* his Executors, &c. for, or concerning the said Annuity or yearly Rent, or any part or parcel thereof, or for, or touching the said liberty or power of distraining in the Premisses, or any part thereof, for any manner of arrearage or arrearages, of the said Annuity, or any part thereof, or for any manner of Sum, or Sums of money to be forfeited *Nomine pœnæ*, as aforesaid. **And also**, That I the said *M.* mine Executors, Administrators, or Assigns, shall and will, from time to time, and at all times hereafter, during the said term, &c. upon reasonable warning and request, shew the said Original Lease, Deeds of Confirmation, and mean Conveyances above recited or mentioned, in force, safe, and uncancelled without fraud, &c. in any Court, or Courts at *Westminster*, or elsewhere, when, and as often as need shall require, for the necessary maintenance and defence of this present Grant, of the said Annuity, or any other matter or thing in these presents contained or mentioned. **And further know yee**, That I the said *M.* have delivered to the said *M.* at the ensealing and delivery hereof, one currant Groat of Silver, for and in the name, of the first payment of the Annuity aboveſaid. **In Witness**, &c.

In receiving the annuity or making distress &c.

And that the Grantor shall shew forth the Evidences of the premisses for defence of this Grant.

Possession given of the annuity.

A Grant of an Annuity during the Grantee's life, charging only the Grantor's person.

This Indenture made, &c. 27. of *O. Ann. R. R. Car.* 2. 12. Between, &c. **Witnesseth**, That the said *N. H.* for and in consideration of the Sum of 300 l. of, &c. to him in hand before the ensealing and delivery hereof, clearly given and paid by the said *E. M.* whereof, &c. **Hath** given and granted, and by these presents for him the said *N.* his Heirs, Executors, and Administrators, doth give and grant unto the said *E. M.* one Annuity of lxiij *l.* xvij *s.* vj *d.* of lawful, &c. by the year, **To have**, perceive, receive, take, and enjoy the same Annuity of lxiij *l.* xvij *s.* vj *d.* to the said *E. M.* and his Assigns, from henceforth for, and during the term of the natural life of the said *E.* the same Annuity to be yearly paid to the said *E.* or his Assigns, during the life of the same *E.* at, or in, &c. at four equal payments in every year, in manner and form following: That is to say, on the 24. day of *D.* between the hours of, &c. 15 *l.* 19 *s.* 4 *d. ob.* on the 24. day of *M.* between the like hours, &c. Other 15 *l.* 19 *s.* 4. *d. ob.* On the 23. day of *J.* between the like hours, &c. Other 15 *l.* 19 *s.* 4 *d. ob.* On the 28. day of *S.* between the like hours, &c. Other 15 *l.* 19 *s.* 4 *d. ob.* The first payment to begin and to be made on the 24. day of *D.* next ensuing, &c. between the said hours of, &c. And so from thenceforth to have, continue,

Consideration.

Grant of the annuities. Habend. for life.

The days of payment.

and yearly to be paid to the ſaid *E. M.* or his Aſſigns, during the natural life of the ſaid *E.* every year, upon the ſaid days, and between the ſaid hours, and at the place aforeſaid. **And** the ſaid *N. H.* covenanteth, *&c.* That he the ſaid *M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall, and will, from henceforth yearly, and every year, by, and during all the ſaid term of the natural life of the ſaid *E.* well and truly ſatisfie, content and pay, or cauſe, *&c.* unto the ſaid *E.* or his Aſſigns, the ſaid Annuity of, *&c.* and every part and parcel thereof, in manner and form aforeſaid, according to the tenor, purport, limitation, and true meaning of theſe preſents. **And alſo** the ſaid *N. H.* covenanteth, *&c.* That he the ſaid *N. H.* ſhall, and will at the now dwelling houſe of the ſaid *N. H.* ſatisfie, *&c.* at, or before, the end and expiration of 6 months next enſuing, *&c.* deliver, or cauſe, *&c.* unto the ſaid *E.* or his Aſſigns, one ſufficient Deed or Obligation, wherein the ſaid *N. H.* and one able and ſufficient ſurety with him, ſhall ſtand bound unto the ſaid *E.* in the Sum of 500 l. of, *&c.* with a Condition thereupon, endorſed for the true performance of all and ſingular the Covenants, Grants, Articles, and Agreements in theſe preſents contained, which on the part and behalf of the ſaid *N.* his Heirs, Executors, or Adminiſtrators, or any of them, are, or ought to be perſormed, according to the ſame meaning of theſe preſents, upon the delivery and receipt of which Deed, or Obligation, in form aforeſaid, the ſaid *E.* covenanteth, *&c.* to re-deliver and yield up unto the ſaid *N. H.* or his Aſſigns, to be cancelled, one Deed, or Obligation of 500 l. of the Date of theſe preſents, wherein the ſaid *N.* ſtandeth bound to the ſaid *E.* for the true performance of the ſaid Covenants herein contained, and on the behalf of the ſaid *N.* or his Aſſigns, to be perſormed. **And further**, the ſaid *N. H.* covenanteth, &c. That if he the ſaid *N.* ſhall depart this preſent life, and the ſaid *E. M.* ſhall ſurvive and over-live the ſame *N.* That then the Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid *N.* ſhall within 3 months next after ſuch deceaſe of the ſaid *N.* well and truly deliver, or cauſe, *&c.* to the ſaid *E.* or his Aſſigns, at the ſaid now dwelling houſe of the ſaid *N.* in *W.* aforeſaid, one good and ſufficient Deed or Obligation, wherein, and whereby, one good, able, and ſufficient Surety, ſhall ſtand bound to the ſaid *E.* in the ſum of 500 l. of, &c. with a Condition thereupon endorſed, for the true payment of the ſaid Annuity to the ſaid *E.* and his Aſſigns, from thenceforward, yearly, during the life of the ſaid *E.* in manner and form aforeſaid. **Provided allways**, and it is fully covenanted, granted, concluded, condeſcended, and agreed by, and between the ſaid *N.* and *E.* for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them. And the ſaid *E. M.* covenanteth, &c. That if the ſaid *E.* ſhall miſlike either the Surety which ſhall be contained in the ſaid Deed or Obligation, which the ſaid *N.* hath before in theſe preſents, covenanted to deliver, or cauſe, &c. to the ſaid *E.* at, or before the end of ſix Months, next enſuing the Date hereof, or the Surety which ſhall be contained in the ſaid Deed, Obligation,

Covenants.

To pay the Annuity.

And give ſecurity by Bond, &c.

With Condition for performance of Covenants.

The like ſecurity, from the Heirs, Executors, or Adminiſtrators of the Grantor, in caſe of his death.

That if the Grantee ſhall diſlike the aforementioned ſecurity.

to

to be in form aforeſaid delivered, by the Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid *N.* to the ſaid *E.* or his Aſſigns, within three Months after the deceaſe of the ſaid *N.* and ſhall ſignifie or declare the cauſe of ſuch his miſliking at the ſaid now dwelling houſe of the ſaid *N.* in *W.* aforeſaid, either to the ſaid *N.* at, or before, the expiration of the ſaid 6 Months, next enſuing the date hereof, or to the Heirs, Executors or Adminiſtrators, of the ſaid *N.* at, or before, the end of the ſaid 3 months, next after the day of the deceaſe of the ſaid *N.* And that then if the ſaid *N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do, pay or cauſe, &c. to the ſaid *E.* or his Aſſigns, the Sum of 300 l. of, &c. either on the 2d. day next after the end of the ſaid 6 Months, next enſuing the date hereof, between the hours of, &c. of the ſame 2d. day, at, or in, &c. or elſe on the 2d. day next after the expiration of the ſaid 3. Months, next after the deceaſe of the ſaid *N.* between the like hours in the afternoon of the ſame laſt mentioned 2d. day at the place laſt ſpecified: That then immediately upon full payment, had and made, of the ſaid Sum of 300 l. in manner and form aforeſaid; The ſaid Annuity of, &c. by theſe Preſents granted: And all and ſingular the Covenants, Grants, Articles, and Agreements herein contained on the behalf of the ſaid *N.* his Heirs, Executors, or Adminiſtrators, or any of them, from thenceforth to be obſerved and performed, and all Bonds and Obligations whatſoever made, or to be made, by the ſaid *N.* or any other perſon or perſons, for performance of the ſaid Covenants, or any of them ſhall ceaſe, clearly determine, and be utterly void, fruſtrate and of no force and effect in the Law: And that then alſo the ſaid *E.* or his Aſſigns, ſhall, and will, immediately upon full payment had, and made, of the ſaid Sum of 300 l. in manner and form aforeſaid redelivered, or cauſe, &c. to the ſaid *N.* his Heirs, Executors, Adminiſtrators or Aſſigns, this preſent Deed indented, under the hand and Seal of the ſaid *N.* and all the ſaid Bonds, Obligations, made or to be made, as aforeſaid to be cancelled, theſe preſents, &c. **And moreover,** the ſaid *E. M.* covenanteth, &c. That he the ſaid *E.* and his Aſſigns, upon the receipt of every payment of the ſaid Annuity, to him, or them hereafter to be made, according to the tenor and true meaning of theſe Preſents, ſhall and will upon requeſt therefore to be made, deliver a Deed under his, or their, Hand and Seal, to the ſaid *N.* his Heirs, his Executors, Adminiſtrators, or Aſſigns, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *E.* or his Aſſigns, ſhall receive any ſuch payment. **In Witneſs,** *&c.*

And ſhall ſignifie the cauſe of ſuch his diſlike.

If then the Grantor pay 300 l. to the Grantee, the Annuity to ceaſe.

And all Deeds and ſecurities for that matter to be void.

And the Grantee to deliver up this Deed.

That the Grantee upon receipt of the Annuity, ſhall from time to time give a writing acknowledging the ſame.

A Grant of an Annuity out of a Leaſe by Will, continuable for life, if the Leaſe ſo long endure.

Item, I Will alſo and Bequeath unto the ſaid *E. F.* my Wife, one Annuity, or annual Rent of one and thirty pounds of lawful, &c. to be yearly paid unto her, or her Aſſigns, by my ſaid Executors, at the

The grant by Will for life.

usual Feast of Saint *M.* &c. and of the Annunciation, &c. by even portions, by, and during all such time as my Grand Lease of the Site and Demesns of the Mannors of *H.* now in mine own possession and occupation, or in the possession and occupation of my Assigns, and granted unto me by our said Soveraign Lord the Kings Majesty, under the great Seal of *England*, shall happen to endure and have continuance, if she the said *E. P.* shall so long live, the first payment thereof to begin at such of the said Feasts as shall first happen, and follow, next after the day of my decease.

A Grant of an Annuity with the Inheritance of Land assured for the same by a Recovery and a Fine.

Consideration.

Grant of the Annuity for two lives and the longer liver.

THis Indenture, &c. Between the Right Honourable *H.* Earl of *H.* and the Right Honourable *K.* Countess of *K.* now his Wife, on the one party; and *J. S.* Citizen and Clothworker of *L.* and *A.* his Wife on the other party: Witnesseth, That the said Earl, for and in consideration of the Sum of three hundred pounds of, &c. whereof, &c. Hath given and granted, and by these presents doth give and grant, for him, his Heirs, Executors, and Administrators, to the said *J.* and *A.* his Wife, one Annuity of five hundred pounds of, &c. by the said Earl, his Heirs, Executors, Administrators, or Assigns, from henceforth yearly to be paid to the said *J. S.* and *A.* and their Assigns, and to the Survivors of them, and to the Assigns of the Survivors of them, by, and during all the term of the natural lives of the said *J.* and *A.* and the natural life of the longest liver of them, at the North-gate of the now building Situate in the City of *L.* commonly called the Royal *Exchange*, entring into the place there commonly used for the meeting of Merchants, at two equal payments in every year, in manner and form following: That is to say, on the twentieth day of *N.* between the hours of, &c. two hundred and fifty pounds, and on the 20th day of *M.* between the like hours of, &c. two hundred and fifty pounds, the first payment thereof to begin and to be made on the 20th of *N.* next day coming, and so from thenceforth to have continuance, and yearly to be paid to the said *J.* and *A.* and to the longer liver of them, and their Assigns, and the Assigns of the longer liver of them, every year upon the said days, and within the said times, and at the said place during the natural lives of the said *J.* and *A.* and the natural life of the longest liver of them. And for the said Consideration, and for a good and certain Surety and Assurance to be had and made to the said *J.* and *A.* his Wife, of, and for the said Annuity and yearly payment of five hundred pounds to them, and to the Survivor of them, and their Assigns, and the Assigns of the Survivor of them, well and truly to be made every year, during the natural lives, and during the natural life of the longer liver of them, according to the tenor and true meaning of these presents,

preſents: The ſaid Earl for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them: and for the ſaid Counteſs his wife, doth covenant, grant and agree, to, and with the ſaid *J.* and *A.* their Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents; That he the ſaid Earl, and the ſaid Counteſs his wife, before the laſt day of *N.* now next coming, ſhall, and will permit and ſuffer the ſaid *J.* and *A.* at the coſt and charges in the Law of the ſaid *J.* and *A.* lawfully to recover againſt the ſaid Earl and Counteſs by writ of **Entry Sur diſſeiſin**, with Voucher, or Vouchers, after the order and courſe of common Recoveries, the Mannor of *A.* with the Appurtenances in the County of *S.* and all that *More* called *a More*, with all the Appurtenances thereof in the ſame County, and all the Meſſuages, Lands, Tenements, and their Appurtenances, now or late parcel of the late Chantery of, &c. with the Appurtenances, and all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Rights, Patronage of Churches, Franchiſes, Liberties, Jurisdictions, Priviledges, and Hereditaments whatſoever eſteemed, reputed, uſed, demiſed or taken, as part, parcel, or member of the ſaid Mannor of *A.* or as any part of the ſaid *More* called, &c. And all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments whatſoever, which the ſaid Earl and Counteſs have, or either of them hath, or at any time had in the Towns, Fields, Pariſhes, and Hamlets, of *A.* or within the ſaid More, called, &c. in the ſaid County of *S.* **And alſo** the ſaid Earl and Counteſs ſhall likewiſe permit and ſuffer the ſaid *J.* and *A.* lawfully to recover againſt the ſaid Earl and Counteſs by another Writ of Entry *Sur diſſeiſin*, with Voucher or Vouchers, after the order &c. *ut ſupra*, all that the Mannor of *B.* with the Appurtenances in the County of *C.* And all and ſingular Meſſuages *ut prædict.* And all and ſingular Rights, Liberties, Priviledges, Courts, Leets, View and Views of Frank-pledge, Franchiſes, Commodities, Profits, Rents, Services, and Jurisdictions whatſoever, that the ſaid Earl and Counteſs, or either of them hath, or lawfully might have, of, or in the ſaid Mannors, and other the Premiſſes, or of, or in any part or parcel of them, or any of them: And that all the ſaid Recoveries ſhall be in due form of Law lawfully executed: **And moreover**, that as well the ſaid Earl, and the ſaid Counteſs now his wife, at the coſts and charges of the ſaid *J.* in the Law only, before the laſt day of *N.* now next coming as aforeſaid, ſhall, and will by Fine in due form of Law to be levied with proclamation, according to the Statute in that behalf provided, convey, and aſſure unto the ſaid *J.* and *A.* and to their Heirs, or to the Heirs of one of them, all the ſaid Mannors, and all other the Premiſſes, with all and ſingular their Appurtenances, with warranty of the ſaid Earl and the ſaid Counteſs his wife, and of the Heirs of the ſaid Earl, of all the Premiſſes to the ſaid *J.* and *A.* and to the Heirs of the ſaid *J.* againſt all men. **As alſo** that after the ſaid Fine had, and Recoveries executed, Sir *G. H.* Knight, brother of the ſaid Earl on his ſide and before 24 day of *J.* which ſhall be *Anno Dom.* 1660. at the coſt and charges in the Law only of the ſaid *J.* or *A.* or of their Aſſigns, ſhall, and will, by Fine with proclamation, according to

A Covenant to ſuffer a Recovery.

Another Recovery.

A Covenant to levy a Fine.

A Covenant that another Perſon ſhall releaſe by Fine, &c.

the Statute in due form, by him the ſaid Sir *G.* to be levied, grant, and releaſe to the ſaid Earl and his Heirs, all and ſingular the Premiſſes, with warranty of the ſame to the ſaid Earl and his Heirs, againſt him the ſaid Sir *G.* and his Heirs, according to the uſual manner of Fines: **And** it is condeſcended, concluded, and agreed between the ſaid parties, that as well the ſaid Fine of the ſaid Earl and Counteſs, and the ſaid Recovery and Recoveries ſo to be had, and executed, as aforeſaid: As alſo the ſaid Fine of the ſaid Sir *G. H.* and all other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, whatſoever ſpecified, or mentioned, in theſe preſents, ſhall be to the uſes, intents, and purpoſes, hereafter expreſſed in theſe preſents, and to none other uſe or uſes, intent or purpoſe; **That is to ſay**, to the uſe and behoof of the ſaid Earl and his Heirs; until default of payment ſhall be made of the ſaid Annuity granted by theſe preſents, or of ſome part thereof, contrary to the form, tenor, and effect of theſe preſents: and after default of payment of the ſaid Annuity or any part thereof, contrary to the form, tenor, and effect of theſe preſents: **Then** to the only uſe and behoof of the ſaid *J.* and *A.* and of the Heirs and Aſſigns, of the ſaid *J.* abſolutely without any manner of Condition, and to none other uſe, or intent whatſoever: **And** that then alſo, and from thenceforth, all and every perſon or perſons ſeiſed, or to be ſeiſed of the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the only uſe and behoof, and of the Heirs and Aſſigns of the ſaid *A.* for ever: **And** that then the ſaid Earl, his Heirs, and Aſſigns, within 6. months next after any default of payment made, ſhall, and will ſafely deliver, or cauſe, &c. to the ſaid *J.* his Heirs, and Aſſigns, at the now Manſion houſe of, &c. all, and ſingular ſuch Deeds, Charters, Evidences, Court Rolls, Books of Survey, Terriors, Eſcripts, Writings, and Mynuments, concerning the Premiſſes only, or only any part thereof, as the ſaid Earl now hath or which he or his Heirs then ſhall have, or without Suit in Law may then get, or come by. **And the** ſaid Earl, for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant and grant to, and with, the ſaid *J.* and *A.* his wife, and the Heirs, Executors, Adminiſtrators, and Aſſigns, of the ſaid *J.* by theſe preſents, in form following; That is to ſay, That he the ſaid Earl, and the ſaid Counteſs, now are the very true, perfect, and rightful Owners of all, and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and of all, and every other the Premiſſes, with all and ſingular the Appurtenances: **And** that the ſaid Earl and Counteſs, at the time of the ſaid Recoveries ſo to be had, as is aforeſaid, ſhall ſtand and be ſeiſed of the ſaid Mannors, &c. of a good, perfect, and ſufficient Eſtate of Free-hold, with the Fee-ſimple thereof, in the ſaid Earl, and that the ſaid Earl at the time of the ſaid Fine to be levied by the ſaid Earl and the ſaid Counteſs, ſhall ſtand and be ſeiſed of the ſaid Mannors and other the Premiſſes, in Fee-ſimple, according to the uſe thereof before limited to the ſaid Earl: **And** that the ſaid Mannors, Meſſuages, &c. ſhall from, and after default of payment of the ſaid Annuity, or

The uſes of the Fines and Recoverits declared.

If default be made in payment.

That all perſons ſeiſed, ſhall ſtand ſeiſed to the uſe of the Grantees.

And all Deeds to be delivered to them.

A Covenant that the Grantors are ſeiſed.

In Fee.

Free from Incumbrances.

or any part thereof, ſtand and continue for ever clear, and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid Earl, or his Heirs from time to time, and at all times ſufficiently ſaved harmleſs, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Titles, Fine and Fines, for license of Alienation by the ſaid Recoveries and Fines aforeſaid, and by every or any of them (if any be done) and all other Incumbrances whatſoever, **The** chief Rents and Services to be due and payable to the chief Lords of the Fee, or Fees, of the Premiſſes, in reſpect of their Seigniories only, and one Leaſe for the Term of 60 years, made by the ſaid Earl to one *J. W.* Eſquire by Indenture, dated 26 *Febr. Ann.* 12 *Car.* 2. of all that the Situation of the Mannor of *A.* and of the Manſion-houſe called *A.* Court, and other Lands mentioned in the ſaid Leaſe, and of all Leaſes for term of 21 years, or under, or for the term of life, or lives, not exceeding 3 lives, by the ſaid Earl, or any of his Anceſtors heretofore made, or granted, and hereafter by the ſaid Earl, or his Heirs, to be granted and made, during the time that the ſaid Earl, and his Heirs, or Aſſigns, ſhall well and truly pay the ſaid Annuity of 500 l. according to the tenor, purport, and true meaning of theſe preſents, above declared and expreſſed: **And** all Eſtates by Copy of Court-Roll, heretofore had, made, or granted as aforeſaid, or to be paid, made, or granted as aforeſaid of the Premiſſes, or of any part thereof, upon all, and every which Leaſes, Eſtates, and Copies, the old accuſtomed Rents, and Services are, and ſhall be reſerved, and from henceforth ſhall be due and payable to the Owners of the Reverſion, and Reverſions of the ſame during the ſeveral Term and Eſtates thereof aforeſaid (only excepted.) **And further,** That if it do fortune that the ſaid Annuity and yearly payment of 500 l. aforeſaid, and every part thereof, be not well and truly paid and contented to the ſaid *J.* and *A.* and the Survivor of them, or their Aſſigns, in manner and form aforeſaid; That then and at all times after default made in payment thereof, or of any part thereof, contrary to the form aforeſaid; The ſaid Mannors and other the Premiſſes ſhall be, and continue for ever, unto the ſaid *J.* and *A.* and to the Heirs and Aſſigns of the ſaid *J.* of the clear yearly Rent and value of 300 l. of, &c. over and above all yearly Charges and Repriſes: and that the Premiſſes have been by the ſpace of 60 years laſt paſt, of the ſaid clear yearly Rent and value of 300 l. over and above all Charges and Repriſes: **And** that then alſo, and from thenceforth, the ſaid *J.* and *A.* and the Heirs and Aſſigns of the ſaid *J.* ſhall, and may lawfully and quietly **Have**, hold, occupy, and enjoy, all, and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and all, and ſingular the Premiſſes, with their Appurtenances, and ſhall, and may alſo lawfully and quietly have, take, perceive, receive, and enjoy, all, and ſingular the Rents, Iſſues, Revenues, and Profits thereof, and every part thereof, from thenceforth to, and for the only Commodity, uſe, and behoof of the ſaid *J.* and *A.* and of the Heirs and Aſſigns of the ſaid *J.* for ever. **And further,** That the ſaid Earl, or his Heirs, at, or before the firſt day of *J.* which, &c. 1660. ſhall and will deliver, or cauſe, &c. to the ſaid *J.* and *A.* and to the Survivor of

Except Leaſes and Eſtates by Copy.

Eſtates by Copy.

That the Premiſſes ſhall continue of the clear yearly value of 300 l.

To hold and enjoy.

of them, at the now dwelling house of, &c. one Book of a plain and perfect Survey of all, and singular the said Mannors, Messuages, Lands, Tenements, Rents, Services, and Hereditaments, and of all other the Premisses, with their Appurtenances, containing and expressing the names of the Tenants, Occupiers of Land, and their Estates, and the yearly Rents plainly and legibly written: The same to be done and made at the costs and charges of the said Earl, his Heirs, or Executors, **And** also the true Copies of all the Evidences, Charters, and Mynuments which the said Earl now hath, or without Suit in the Law, can get, or come by, touching or concerning the Premisses, or any part thereof, to be legibly and plainly written, and then and there to be examined with their Originals by the said *J.* or such others as the said *J.* or *A.* shall thereunto name and appoint, and the charges of the writing of the said Copies, of all the said evidences of, &c. then to be allowed, and paid by the said *J.* and *A.* his Wife, the said Book of Survey, and the Copies of the said Evidences to be received by Indenture. **And** the said *J. S.* and *A.* his Wife, for themselves, their Executors, and Administrators, and every of them, do covenant and grant to, and with the said Earl, his Heirs, Executors, Administrators, and Assigns, and every of them by these presents: That he the said *J.* and *A.* his Wife, and their Assigns, upon receipt of every payment of the said Annuity, to them, or any of them hereafter to be made, according to the tenor and true meaning of these presents, shall, and will upon request therefore to be made, deliver a writing under their hand, plainly testifying and reporting the same receipt and payment, from time to time, so often as the said *J.* or *A.* or their Assigns shall receive any such payment: **And** that if the said yearly payment be from time to time, duly made to the said *J.* and *A.* or their Assigns, during their lives, and the life of the longer liver of them, in form aforesaid, that then the Executor or Administrator of the Survivor of the said *J.* and *A.* upon any reasonable request to them, or any of them in that behalf to be made, shall, and will well and safely re-deliver, or cause, &c. the said Book of Survey, with the said Copies of the said Evidences, Charters, and Mynuments unto the said Earl, or his Heirs, or to such person, or persons, as in the name of the said Earl, or of his Heirs, shall require, or demand the same. **Provided always**, That if the said Earl, his Heirs, Executors, or Administrators, shall happen not to make true payment of the said Annuity, or yearly Rent of, &c. to the said *J.* and *A.* and to the longer liver of them, according to the Tenor and true meaning above in these presents expressed and declared: But shall fail and make default in payment of the same, or any part thereof, at the days, times, and place above limited for the same, so that the said *J.* and *A.* and the Heirs of the said *J.* by reason of the same Covenant for quiet enjoying, shall, or lawfully may from thenceforth possess, enjoy, perceive and take the Rents, Revenues, Issues and Profits of the Premisses, according to the intent, purpose and true meaning above expressed and declared in these presents; That then the said Annuity or yearly payment by these presents above granted

A Covenant to deliver a Survey of the Lands.

And true Copies of the Evidences.

The Grantees Covenant, that upon every receipt of the annuity they will give a writing acknowledging the same.

And if the annuity be duly paid, the Executors or Administrators of Survivor to re-deliver Books and Evidences.

Proviso, that if default be made in payment whereby the Grantees Estate becomes absolute, then the annuity to cease.

ted to the ſaid *J.* and *A.* ſhall ceaſe, determine, and be no longer paid, **And further**, the ſaid Earl for him, &c. covenanteth with the ſaid *J. S.* his Heirs, Executors, and Adminiſtrators, by theſe preſents, that he the ſaid Earl, and his Heirs, and all, and every other perſon and perſons (other than ſuch Leaſes and Copyholders, as aforeſaid,) to claim only for their ſaid Leaſes, Eſtates, and Intereſts above excepted, which ſhall have or lawfully ſhall claim to have any Eſtate, Right or Intereſt, of, in, or to the ſaid Mannors, and other the Premiſſes with their Appurtenances, or any part thereof, by, from, or under the Eſtate of the ſaid Earl; at all times during two years next after any default made in payment of the ſaid Annuity, to the ſaid *J.* and *A.* or either of them, contrary to the Tenor and true meaning of theſe preſents. At and upon the reaſonable requeſt, at the coſts and charges in the Law only of the ſaid *J.* and *A.* or of the Heirs and Executors of the ſaid *J.* ſhall and will, do, knowledge, and ſuffer, and cauſe, &c. All and every ſuch lawful and reaſonable Act and Acts, thing and things, as the ſaid *J.* and *A.* and the Heirs and Aſſigns, of the ſaid *J.* or any of their learned Council in the Law, ſhall lawfully Deviſe or adviſe for the further aſſurance, Surety, Convenience, and ſure making of all and ſingular the ſaid Mannors with their Appurtenances, and all and every other the Premiſſes, to be had, conceived, and made ſure to the ſaid *J.* and *A.* and the Heirs and Aſſigns of the ſaid *J.* for the only uſe and behoof of the ſaid *J.* and *A.* and of the Heirs and Aſſigns, of the ſaid *J.* for ever, abſolutely without any manner, Condition or Defeaſance whatſoever: **Provided always**, and it is concluded and agreed by and between the ſaid parties to theſe preſents, for themſelves, their Heirs and Aſſigns, That if the ſaid Earl or his Heirs or Aſſigns, during the time as he, or they, or any of them ſhall well and truly pay the ſaid Annuity of &c. to the ſaid *J.* and *A.* and to the Survivors of them in form aforeſaid; do make and grant Leaſe and Leaſes by Indenture for years or Eſtates by Copy of Court-Roll, according to the ſeveral cuſtoms of the ſaid Mannors to any perſon or perſons of the Situation or Situations of the ſaid Mannors, and of any Lands or Tenements, aforeſaid, or of any part or parcel of the ſaid Lands or Tenements; **So always** as upon every ſuch Leaſe or Leaſes, Eſtate or Eſtates, there be reſerved the accuſtomary yearly Rents and Services of the Lands and Tenements, ſo to be leaſed or granted to be paid and done yearly to the Owners of the Reverſion thereof, during the continuance of every ſuch Grant, Leaſe, and Eſtate. **And** ſo that no ſuch Leaſe or Eſtate be made without impeachment of waſt, or for any longer term than the term of one and twenty years, to commence within two years at the furtheſt, next after the granting thereof, or for three lives or fewer in poſſeſſion, and ſo as any ſuch Leaſe do not bind or charge the Owner of the Reverſion, with the Reparations of any buildings, or other thing by ſuch Leaſe to be granted, That then the ſaid Recovery, and Recoveries, Fine and Fines, and all other Conveyances, and Aſſurances above ſpecified, ſhall be to the uſes and behoofs of any ſuch Leaſes, and Copyholders, and to their Term and Eſtates aboveſaid, under, and upon the Reſervations, as is aforeſaid. **In Witneſs**, &c.

A Covenant for further aſſurance.

Power to make Leaſes.

And grant Copyhold Eſtates.

Reſerving the uſual Rents.

So as no Leaſe be made without impeachment of Waſte, or for longer than 21 years or 3 lives, or do charge the Owner of the Reverſion with Reparations.

A

A Grant of an Annuity out of Land, for term of life.

Conſideration. Grant of the Annuity.

THis Indenture, &c. Witneſſeth, That the ſaid *R. F.* in conſideration, &c. Hath given and granted, and by theſe preſents doth give and grant to the ſaid *J. C.* one Annuity or yearly Rent of 22 l. of lawful, &c. to be yearly iſſuing out of all that Mannor in *R.* with the Appurtenances, in the County of *N.* called the Mannor of *W.* To have, perceive, take, and receive the ſaid Annuity, or yearly Rent of 22 l. to the ſaid *J. C.* and her Aſſigns, from henceforth, for, and during the term of the natural life of the ſaid *J.* the ſame Annuity, or yearly Rent, to be, yearly paid to the ſaid *J.* or her Aſſigns, during the life of the ſaid *J.* at the now Manſion-houſe, &c. in the days of the Feaſts, &c. or on the 28 day next after every of the ſame Feaſt-days, between the hours, &c. by even portions: The firſt payment thereof to begin on the Feaſt of the *Annunciation* of, &c. next coming, &c. or on the 28 day then next enſuing, and ſo from thenceforth to have continuance, and to be paid to the ſaid *J.* or her Aſſigns, at ſuch times, and in ſuch manner and form as aforeſaid, yearly during the natural life of the ſame *J.* And if it happen the ſaid Annuity or yearly Rent of, &c. or any part, or parcel thereof to be behind and not paid to the ſaid *J.* or her Aſſigns, according to the tenor and purport of theſe preſents, at any time during the natural life of the ſaid *J.* That then for every ſuch default of payment thereof, or of any part thereof, the ſaid *R.* his Heirs and Aſſigns ſhall forfeit, and loſe to the ſaid *J.* her Executors, and Aſſigns, 5 l. for, and in the name of a pain: And that then, and at all times, ſo often as any ſuch default ſhall happen, from thenceforth it ſhall and may be lawfull to, and for, the ſaid *J. C.* her Executors, and Aſſigns, into the ſaid Mannor of *W.* with the Appurtenances, and other the Premiſſes, and into all, and any part thereof to enter and diſtrain, as well for the ſaid Annuity and yearly Rent, and all Arrearages thereof, as alſo for all, and every pain and pains aforeſaid ſo to be forfeited as aforeſaid, and all Arrearages thereof, and all and every Diſtreſs, and Diſtreſſes in the Premiſſes, or any part thereof to be found, lawfully and quietly to take, lead, beat, drive, and carry away, and with them to hold and keep, until of the ſaid yearly Rent, and pain and pains aforeſaid, and all arrearages thereof, together with all their coſts and damages in that behalf to be ſuſtained, they ſhall be paid and ſatisfied. And the ſaid *R. F.* for him, &c. doth covenant, &c. in manner and form, &c. That the ſaid Manner of *W.* with the Appurtenances, ſhall be, and continue at all times chargeable and lyable to all and every the Diſtreſs and Diſtreſſes of the ſaid *J.* and her Aſſigns, according to the purport and intent of theſe preſents there to be had and taken at any time, for default of payment of the ſaid Annuity, and pain and pains aforeſaid, to be forfeited, as is aforeſaid, or any part thereof.

Habend. for life.

Times of payment.

Nomine pœnæ.

Cauſe of diſtreſs

Covenant that the Premiſſes ſhall be liable to diſtreſs.

An

And alſo, That during the natural life of the ſaid *J.* the ſaid Mannors and other the Premiſſes ſhall be and continue of the clear yearly value of 26 l. of, &c. over and above all Repriſes: And that he the ſaid *R. F.* now is the very true, perfect, lawful, and ſole Owner of the ſaid Mannor of *W.* with the Appurtenances, and of every part and parcel thereof, a good, lawful, and ſure Eſtate of Inheritance in Fee-ſimple, or Fee-tail, generally to his own only uſe. **And moreover**, That the ſaid *R. F.* and his Heirs, if it ſhall be found hereafter, that the aſſurance of the ſaid Annuity, by theſe preſents made, ſhall not be a full and ſufficient aſſurance thereof to the ſaid *I. C.* in form aforeſaid; That then, upon notice thereof given, and requeſt made to the ſaid *R.* or his Heirs, by the ſaid *J.* or her Aſſigns: the ſame *R.* or his Heirs, ſhall at their own coſts and charges in the Law, make all ſuch further aſſurance to the ſaid *J.* of the ſaid Annuity, for the term of her natural life, only as by her, or her Learned Council, ſhall be lawfully, and reaſonably deviſed, adviſed, and required. **In Witneſs**, *&c.*

ſhall continue of the yearly value, &c.

That he is lawful Owner and hath an Eſtate in Fee.

To make further aſſurance if need be.

A Grant of an Annuity to a Man and his Wife for their Lives iſſuing out of Land, with very good Covenants.

THis Indenture made, &c. **between** Sir *S. M.* of *E.* in the County of *C.* Knight, on the one party, and *R. K.* Citizen and Goldſmith of *L.* and *S.* his wife on the other party; **Witneſſeth**, That the ſaid Sir *S. M.* for a certain competent Sum of lawful, &c. to him before hand paid by the ſaid *R. E.* **Hath** given and granted, and by theſe preſents for him, and his Heirs, **Doth** give, grant, and confirm to the ſaid *R. E.* and *S.* his wife, one Annuity or yearly Rent of 80 l. to be going and iſſuing out of the Mannors of *E. D.* and *B.* in the ſaid County of *C.* and great *M.* in the ſaid County of *W.* **To have**, hold, levy, and yearly perceive, receive, take, and enjoy the ſaid Annuity or yearly Rent of 80 l. of, &c. to the ſaid *R. E.* and *S.* his wife and their Aſſigns from the laſt day of *S.* next enſuing the date hereof, for and during the term of the natural lives of the ſaid *R.* and *S.* and the term of the natural life of the longer liver of them; the ſame Annuity or yearly Rent to be yearly paid to the ſaid *R.* and *S.* and the Survivor of them and their Aſſigns, during the life of the longer liver of the ſame *R.* and *S.* and the life of the longer liver of them, at the place where the Font-Stone ſtandeth within the Temple-Church in the Suburbs of the City of *L.* on the 22 day of *N.* and the 22 day of *J.* between the hours of 1. and 3. of the Clock in the afternoon of every of the ſame ſeveral days yearly by even and equal portions, the firſt payment thereof to begin, and to be made on the 22 day of *N.* next coming: **And if it ſhall** happen the ſaid Annuity or yearly Rent of 80 l. or any part thereof to be behind and not paid to the ſaid *R. E.* and *S.* his Wife, or their

Conſideration.

Grant of the annuity.

Habend. for two lives, and the longer liver.

Time and place of payment.

Nomine pœnæ.

their Aſſigns, according to the tenor and purport of theſe preſents, at any time during the lives of the ſaid *R.* and *S.* or the life of the longer liver of them, that then for ſuch default of payment thereof, or of any part thereof, the ſaid Sir *S. M.* his Heirs or Aſſigns ſhall forfeit and loſe to the ſaid *R.* and *S.* and the Survivors of them, their Executors and Aſſigns, &c. of lawful, &c. for, and in the name of a Pain: **And that** then at all times, and ſo often as any ſuch default ſhall happen from thenceforth, it ſhall, and may be lawful to, and for the ſaid *R.* and *S.* and the Survivor of them and their Executors and Aſſigns, into all and every the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, or any part thereof, to enter and diſtrain as well for the ſaid Annuity and yearly Rent, and all arrearages thereof, as alſo for all and every pain and pains aforeſaid, ſo to be forfeited as aforeſaid, and all arrearages thereof, and every Diſtreſs and Diſtreſſes in the Premiſſes, or any part thereof to be found, lawfully and quietly to take, lead, bear, drive and carry away, and them to hold and keep until all of the ſaid yearly rent and pain and pains aforeſaid, ſo to be forfeited as aforeſaid, and all arrearages thereof, together with all their coſts and damages in that behalf to be ſuſtained, they ſhall be paid and ſatisfied; **And that** if every ſuch Diſtreſs and Diſtreſſes ſo to be taken as is aforeſaid, ſhall not (from time to time ſo often as any ſuch ſhall be taken) be redeemed from the ſaid *R.* and *S.* and the Survivor of them, their Executors and Aſſigns, within the ſpace of 10 days next after the taking thereof, that then it ſhall, and may be lawful to, and for the ſaid *R. S.* and the Survivor of them and their Aſſigns, to make ſale of all and every ſuch Diſtreſs and Diſtreſſes, as aforeſaid, and thereof to have, levy, and to enjoy the arrearages of the ſaid yearly Rent, and payments of the pain and pains aforeſaid forfeited, as aforeſaid, without moleſtation, impeachment, or vexation of any perſon or perſons whatſoever. **And** the ſaid Sir *S. M.* for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth Covenant and Grant, to, and with the ſaid *R. E.* and *S.* and the Survivor of them, their Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents in manner following, That is to ſay, That he the ſaid Sir *S. M.* now at the time of the enſealing and delivery of theſe preſents, is, and ſtandeth lawfully and ſolely ſeiſed of a good, perfect, ſure, and abſolute ſtate in the Law in poſſeſſion in his Demeſn, as of Fee-ſimple, without any Condition, to the only uſe of himſelf and his Heirs, of, and in the ſaid Mannors of *E. D.* and *B.* with their Appurtenances in the County of *C.* and of the ſaid Mannor of great *M.* with the Appurtenances in the County of *W.* **And** that during the life of the longer liver of the ſaid *R.* and *S.* the ſaid Mannors with the Appurtenances in the County of *W.* ſhall be and continue to the ſaid Sir *S. M.* his Heirs and Aſſigns, of the clear yearly value of 50 l. of lawful, &c. or above, beyond all charges and repriſes; **And that** alſo during the ſame time, the ſaid Mannors with the Appurtenances in the County of *C.* ſhall be, and continue to the ſaid Sir *S.* his Heirs and Aſſigns, of the clear yearly value of 100 l. of, &c. or above, beyond all charges and repriſes: **And** the ſaid Mannors, Meſſuages, Lands, Tenements, and

Clauſe of Diſtreſs.

To ſell the diſtreſs if not redeemed in 10 days.

Covenant.

That he is ſeiſed in Fee.

And the premiſſes ſhall continue of the yearly value, &c.

and Hereditaments, and all other the Premiſſes with their Appurtenances and Hereditaments, and every part thereof, Situate, lying, or being within the ſaid Counties of *C.* and *W.* or either of them, during the natural lives of the ſaid *R.* and *S.* and the life of the longer liver of them from time to time ſhall be, and ſtand lyable, chargeable, and ſufficient to all and every the Diſtreſs and Diſtreſſes, of the ſaid *R.* and *S.* his wife, or either of them, their Aſſigns, and the Aſſigns of either of them, ſo often as any occaſion of Diſtreſs ſhall be given to them, or any of them by the true meaning of theſe preſents. *And ſhall be lyable to diſtreſs.*

And further, That the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular other the Premiſſes with their Appurtenances now are, and during the life of the longer liver of the ſaid *R.* and *S.* ſhall be, and ſtand clearly diſcharged and acquitted, or otherwiſe ſufficiently ſaved harmleſs of, and from all ſingular Grants, Titles, States, and Incumbrances whatſoever, which, contrary to the intent and true meaning of theſe preſents, ſhall, or may bar, avoid, prejudice, or hinder the ſaid *R. E.* and *S.* or either of them or their Aſſigns, or the Aſſigns of either of them, to have, take and perceive, receive, levy, and diſtrain for, and enjoy the ſaid Annuity and yearly Rent, or any part thereof, and the pain or pains aforeſaid, or any part thereof (if any ſuch happen to be forfeited.) *And freſrom Incumbrances.*

And moreover, that the ſaid *R.* and *S.* during their lives, and the longer liver of them, during his, or her life, ſhall be well and truly contented and paid the ſaid Annuity or yearly Rent of thirty pounds, and every part thereof, according to the intent and true meaning of theſe preſents, without any Fraud or Covin. *Covenant to pay the Annuity.*

And, the ſaid *R. E.* for him, his Executors and Adminiſtrators, doth Covenant and grant to, and with Sir *S. M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, That if the ſaid Sir *S.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do well and truly hold, obſerve, perform, fulfil, and keep, all and ſingular Covenants, Grants, and Articles aboveſaid, for the part of the ſaid Sir *S.* his Heirs, Executors, Adminiſtrators, and Aſſigns to be holden, fulfilled, performed, or kept; That then one Recognizance, or Writing Obligatory, bearing the date of theſe preſents, knowledged before the Lord Mayor of the City of *L.* according to the form preſcribed by the Statute, of late made and provided, for recovery of Debts, wherein the ſaid Sir *S.* and *C. M.* Eſquire, Son and Heir apparent of the ſaid Sir *S.* do ſtand bound to the ſaid *R. E.* in the Sum of 800 l. ſhall be clearly void and fruſtrate; Or elſe, the ſame Recognizance, or Writing Obligatory, to ſtand and abide in all his force, effect, ſtrength, and vertue; any thing in theſe preſents ſpecified or contained, to the contrary thereof in any wiſe notwithſtanding. *Grants Covenants, that if the Grantor performs, then a Recognizance of 800 l. to be void.*

In Witneſs, *&c.*

An

An Annuity granted for two Lives, with the Inheritance of Land assured to the payment thereof.

Consideration. THis Indenture, &c. Between *R. I.* and *W. I.* &c. on the one party, and *E. S.* and *A.* his wife, on the other party; Witnesseth, That the said *R.* and *W.* for and in consideration of the Sum of, &c. whereof, &c. Have given and granted, and by these presents, for them, their Heirs, Executors, and Administrators do give and grant to the said *E. S.* and *A.* his wife, one Annuity of a 100 l. &c. by the said *R.* and *W.* their Heirs, Executors, Administrators, or Assigns, or by some of them; from henceforth yearly to be paid to the said *E.* and *A.* and their Assigns, and to the Survivor of them, and the Assign of the Survivor of them, by, and during all the term of the natural life of the said *E.* and *A.* and the natural life of the longer liver of them, at, or within the tendring house, &c. or at the place where the said tendring house now standeth, at two equal payments in every year, in manner and form following; *viz.* On the 28 day of *O.* between the hours of, &c. 50 l. and on the 28 day of *A.* between the like hours in the afternoon of the same day 50 l. The first payment thereof to begin and to be made on the 28. day of *O.* next, &c. and so from thenceforth to have continuance, and yearly to be paid to the said *E.* and *A.* and the longer liver of them every year, upon the said days, and within the said times, and at the said place, during the natural lives of the said *E.* and *A.* and the natural life of the longer liver of them. And for a good and certain assurance and surety to be had and made to the said *E.* and *A.* his wife, of, and for, the said Annuity and yearly payment of 100 l. to them, and to the Survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these Presents, : The said *R. I* hath given, granted, bargained, and sold, and by these presents doth clearly and fully bargain and sell unto the said *E.* and *A.* his wife and to their Heirs and Assigns, all that Mannor, &c. and all and singular Messuages, Lands, Tenements, Woods, Underwoods, and Hereditaments to the said Mannors, &c. and all and singular Courts, &c. and all the Right, &c. To have and to hold, the said Mannors, Messuages, &c. to the said *E.* and *A.* his wife, their Heirs, and Assigns, to the only use of the said *E.* and *A.* their Heirs and Assigns. And the said *W. I.* Hath given, &c. unto the said *E.* and *A.* his wife, and to their Heirs and Assigns, all and singular Mannors, Messuages, Lands, Tenements, Woods, Underwoods, Rents, Reversions, Services, Profits, Commodities, and Hereditaments which the said *W. I.* hath, or ought to have, within the Parish and Fields of *C.* in the County of *S.* to have, &c. *ut præmittitur.* Provided alwaps and it is conditioned, granted, and concluded, and agreed by, and between the said parties to these presents, for themselves, their

Grant of the Annuity, for two Lives and the longer liver.

Time and place of paymnt.

Sale of a Mannor for securing the payment of the annuity.

Habend.

Proviso.

their Heirs, &c. by these presents, That if the said *R. I.* or *W. I.* or either of them, or the Heirs, &c. do well and truly content and pay, or cause, &c. to the said *E.* and *A.* and to the Survivors of them, and their Assigns, and the Assigns of the Survivors of them, the said Annuity and yearly payments of 100 l. at two equal payments every year, yearly, during the natural life of the said *E.* and *A.* and the natural life of the longer liver of them, on the 28th of *O.* and on the 28th of *A.* from thenceforth at the place and between the hours therefore limited and appointed, in, and by these present Indentures: **And** if it shall happen the said *E.* and *A.* nor either of them, nor any other authorized by, and from them, or either of them to be present, at the place and times limited and appointed for the payment of the said Annuity, ready to receive the said payment, **Then** if the said *R.* and *W.* their Heirs, Executors, and Assigns, or one of them; do upon demand to be therefore made at the now Mansion house of the said *R. I.* at, &c. by the said *E.* and *A.* or any other authorized for them, or for one of them, at, and upon the 10th day next after any of the said days and times before limited and appointed for the payment of the said yearly Annuity, pay or cause, &c. to the said *E.* and *A.* or their lawful Assign or Attorney so much of the said yearly payment or Annuity as then shall be behind, and unpaid, and all the arrearages of the same: **Then** the Gift, Grant, Bargain, and Sale, made of the said Mannors, Messuages, Lands, and Tenements, and all other the Premisses by these presents bargained and sold to the said *E.* and *A.* and to their Heirs, shall be clearly and utterly void and frustrate to all intents and purposes, as though the same had never been made: **And** that then, and from thenceforth it shall be lawful to, and for, the said *R.* and *W.* their Heirs, and Assigns, to enter into the said Mannors, Messuages, Lands, Tenements, and Hereditaments, by them severally bargained and sold by these presents as aforesaid, and the same to have again; and repossess as in their several former Estates, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. **And** that then and from thenceforth, the said *E.* and *A.* and their Heirs, and all and every person and persons to be seised of the Premisses, or any part thereof by, from or under the state of the said *E.* and *A.* or either of them shall stand, and be, seised of the said Mannors, &c. in the said County of *D.* to the only use and behoof of the said *R. I.* and of his Heirs, and to none other use, or uses, whatsoever, and of the said Mannors, Messuages, &c. in the said County of *S.* to the only use of the said *W. I.* and of his Heirs, and to none other use, or uses whatsoever; **And** that then also all assurances to be made of the Premisses, and of every parcel thereof, shall be to the said last recited several uses, and to none other. **And** the said *R.* and *W.* for themselves, &c. do Covenant and Grant, and either of them covenanteth, &c. in manner and form, &c. *viz.* That the said *I.* at the time of the ensealing and delivery of these presents, is the true and lawful Owner of the said Mannors of, &c. and Premisses in his own Right, and to his own use is, and standeth lawfully and solely seised in his Demesn as of Fee-simple, without any Condition, Mortgage, Limitation of Use, or Uses. And

That if the Annuity be paid at the times and place.

And the Grantees not there to receive the same.

Then if the Grantor do after pay the same within 10 days after demand.

The bargain and Sale of the Manner, &c. to be void.

And the Grantor to enter.

And all persons to stand seised thereof.

To the uses, &c.

And all assurances to be to the same uses.

Covenants.

That he is lawful Owner and seised in Fee.

And hath good right to Grant.

that he hath good Right, Power, and Authority, to give, grant, bargain, ſell, and aſſure the ſaid Mannors, and all other the Premiſſes in &c. to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, in form aforeſaid. **And further**, That the ſaid *W. J.* hath power to ſell, and is ſolely ſeiſed in the Mannors, &c. in, &c. *in forma Prolimitata.* And alſo, that the ſaid Mannors, and other the Premiſſes in, &c. and the ſaid Meſſuages, &c. in &c. now are, and from, and after any default of payment of the ſaid Annuity, or any part thereof, hapning contrary to the form and effect aforeſaid, ſhall be, ſtand, and continue to the ſaid *E.* and *A.* and to their Heirs and Aſſigns for ever clear and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid *R.* and *W.* or their Heirs, or by one of them, and his Heirs, from time to time, and at all times, ſufficiently ſaved harmleſs of, and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Titles, Fine and Fines, for Alienation by theſe Preſents, Joyntures, Dowers, Amerciaments, Arrearages of Rents, and all other Incumbrances whatſoever, **The chief Rents** and Services to be due and payable to the chief Lord, or Lords of the Fee, or Fees of the Premiſſes, in reſpect of the Seigniory only, and all Eſtates and Grants made and granted for one, two, or three lives of the Premiſſes, according to the cuſtome of the ſaid Mannors, &c. And alſo one Leaſe, &c. And alſo all Eſtates and Grants heretofore made and granted of the Cuſtomary and Copy-hold Lands, Tenements, and Hereditaments in *C.* aforeſaid, or of any part thereof, for term of one, two or three lives, upon all which Grants, Leaſes, and Eſtates, the old and ancient yearly Rents and Services, or more, have been reſerved; and from henceforth, during the ſeveral continuances in the ſaid Leaſes and Eſtates, to be due and payable to the Owner, and Owners of the Reverſion of the Premiſſes only except and fore-priſed. **And further**, The ſaid *R. J.* and *W. J.* covenant, &c. That if it do fortune, that the ſaid Annuity, and yearly payment of 100 l. and every part thereof, be not well and truly contented and paid to the ſaid, &c. and to their Aſſigns, and to the Survivor of them, and to the Aſſigns of the Survivor of them, during the term, &c. according to the tenor and purport of theſe preſents, that then, and at the time of ſuch default made in payment thereof, or of any part thereof, and from thenceforth for ever, the ſaid Mannors and Premiſſes in *B.* &c. ſhall, or lawfully may be, and continue to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, of the clear yearly value of, &c. of old and ancient Rent not inhaunced or improved, at any time or times, within the term of twenty years now laſt paſt, over and above all Charges or Repriſes: and alſo that then, and from, and after the time of ſuch default made in the payment of the ſaid Annuity, or any part thereof, as is aforeſaid; and from thenceforth for ever the ſaid Meſſuages, Lands, Tenements, and Hereditaments, in *C.* &c. ſhall be of the yearly value of, &c. and that the ſame Lands, Tenements, and Hereditaments in *C.* aforeſaid, now be let and leaſed for the yearly Rent of, &c. and ſo the ſame ſhall be holden and farmed during the continuance of the ſaid Leaſes. **And further**, That then, and for ever after the time of any ſuch default ſo hapning in payment

That the premiſſes are free, or ſhall be ſaved harmleſs from Incumbrances.

The chief Rents and Cuſtomary or Copyhold Eſtates excepted.

That if default be made in payment of the Annuity, the premiſſes ſhall continue for ever of the clear yearly value, &c.

ment of the ſaid Annuity of 100 l. and any part thereof, as is aforeſaid: The ſaid *E.* and *A.* their Heirs, and Aſſigns, ſhall, or may lawfully have, hold, and enjoy the ſaid Mannors, Meſſuages, &c. by theſe preſents, bargained, &c. and then alſo from thenceforth ſhall or may lawfully have, take, perceive, receive, and enjoy all and ſingular the Rents, Iſſues, and Profits thereof, and every part thereof, to, and for the only commodity, uſe, and behoof of the ſaid *E.* and *A.* and of their Heirs and Aſſigns, for ever. *And the Grantee ſhall hold the ſame and take the profits.*

Here followeth an Article for delivery of the Evidence upon default.

Provided always, That if the ſaid *R. I.* and *W. I.* their Heirs and Aſſigns, or any of them ſhall happen not to make true payment to the ſaid *E.* and *A.* and their Aſſigns, and to the Survivor of them and his Aſſigns of the ſaid Annuity, or yearly payment of, &c. by, and during the term of the natural lives of the ſaid *E.* and *A.* and the life of the longer liver of them, according to the tenor and true meaning of theſe preſents, but ſhall make default in payment thereof, or of any part thereof, ſo that the ſaid *E.* and *A.* and their Aſſigns by reaſon of the ſaid default, ſhall, or lawfully may from thenceforth, poſſeſs and hold the ſaid Mannors, &c. and other the above bargained Premiſſes, and have, enjoy, perceive, and take, the Rents, Revenues, Iſſues, and Profits thereof, according to the intent, purport, and true meaning above expreſſed and declared in theſe preſents, That then the ſaid Annuity, or yearly payment of 100 l. by theſe preſents above bargained to the ſaid *E.* and *A.* his Wife, ſhall ceaſe, determine, and be no longer paid.

A Covenant here followeth for making aſſurance, &c. of the Premiſſes, to be conveyed and made ſure to the ſaid *E.* and *A.* &c. and to their Heirs and Aſſigns according to the true meaning of theſe preſents, and upon the conditions therein contained, and not otherwiſe: ſo as the ſaid demiſe, aſſurance, or aſſurances extend not to take away or diminiſh ſuch Intereſt and Eſtate as the ſaid *R.* and *W.* have or either of them, or the Heirs and Aſſigns of either of them, is, or are of right to have in the Premiſſes; and ſo alſo as the ſame extend not to take away, or to impair any ſuch leaſe or Intereſt for term of years, as the ſaid *R.* and *W.* or either of them, in the mean time ſhall have of the Grant and Demiſe of the ſaid *E.* and *A.* or either of them, nor any Rent, or Profit which they are to have by reaſon of any ſuch Demiſe.

[**Here followeth a Covenant for making abſolute Aſſurance** after breach of payment of the Annuity, **And then** a Covenant on Mr. *S.* his part for giving an Acquittance upon every payment of the ſaid Annuity made according to the tenor of this Indenture. [**In Witneſs**, &c. *The Grantee to give Acquittances.*

An Annuity ſetled by Fine and Recovery.

Conſideration.

THis Indenture, &c. between *A.W.* of *O.* in the County of *L.* Gent. on the one party, And *N.S.* of *C.* in the County of *M.* Gent. on the other party, **Witneſſeth**, That the ſaid *A.W.* for the conſideration of the Sum of 500 l. of, &c. in hand, at and before the enſealing and delivery of theſe preſents, paid by the ſaid *N.S.* whereof and wherewith the ſaid *A.W.* doth acknowledge himſelf fully ſatisfied, and paid, by theſe preſents **Hath covenanted** and granted; and now by theſe preſents doth covenant and grant for him, his Heirs, Executors, Adminiſtrators and Aſſigns, to, and with, the ſaid *N.S.* is Heirs, Executors, Adminiſtrators, and Aſſigns and every of them, that the ſaid *A.W.* and his Heirs ſhall at the equal and indifferent coſts and charges in the Law of the ſaid *A.W.* and *N.S.* their Heirs and Aſſigns, before the end of *Trinity* Term next enſuing the Date of theſe preſents acknowledge and levy one Fine, *Sur conuſance de droit come ceo que il ad de ſon done*, in due form of Law unto the ſaid *N.S.* and his Heirs of all that the Mannor of *C.* in the ſaid County of *L.* and of all the Lands, Tenements, with the Appurtenances of the ſaid *A.W.* in *C.* aforeſaid with warranty to the ſaid *N.S.* and his Heirs and Aſſigns againſt all perſons: **Which ſaid Fine**, hereafter to be levied in form aforeſaid, ſhall be to the uſe of the ſaid *N.S.* and his Heirs, to that end that a perfect Recovery may hereafter be had and ſuffered of the Premiſſes with double Voucher unto the uſes hereafter in theſe preſents expreſſed. **And the ſaid** *N.S.* for him, his Heirs, Executors, and Adminiſtrators doth Covenant and grant, to, and with the ſaid *A.W.* his Heirs, Executors, and Aſſigns, by theſe preſents; That he the ſaid *N.S.* at the equal and indifferent coſts and charges in the Law of the ſaid *N.S.* and *A.W.* ſhall permit and ſuffer one *I.L.* Eſquire and *W.O.* Gent. immediately or ſoon after the levying or Execution of the ſaid Fine to commence, purſue, and proſecute one Writ of (*Entry Sur diſſeiſin in le poſt*) againſt the ſaid *N.S.* of the ſaid Mannor, and other Premiſſes with the Appurtenances, unto which ſaid Writ of (*Entry Sur diſſeiſin in le poſt*) the ſaid *N.S.* either in his proper perſon or elſe by his Attorney, or Attorneys, lawfully authorized thereunto, ſhall with convenient ſpeed appear and vouch over to Warrant the ſaid *A.W.* who ſhall likewiſe preſently enter in to Warrant and vouch over the common Vouchee, which ſaid common Vouchee ſhall likewiſe enter in to Warrantize, and forthwith imparle, and after imparlance ſhall depart from the ſaid Court, ſo that a perfect Recovery ſhall be had thereby according to ſuch order and form as in common Recoveries with Voucher is uſed, and that the ſaid Recovery of the Premiſſes with the Appurtenances, hereafter to be had in form aforeſaid, ſhall be and endure. **And** the ſaid *I.L.* and *W.O.* and their Heirs, and all and every other perſon or perſons, which ſhall ſtand ſeiſed of the Premiſſes, or any

Covenant to levy a Fine.

With Warranty to the uſe of the Grantee and his Heirs to the end a Recovery may be had.

A Covenant that the Grantee ſhall ſuffer a Recovery, &c.

any part thereof after the ſaid Recovery ſhall ſtand, remain, and be ſeiſed of the Premiſſes and every parcel of the ſame unto the uſes, behoofs, intents and purpoſes, hereafter in theſe preſents ſpecified, mentioned and declared, and to no other uſe, intent or purpoſe, That is to ſay, To the uſe of the ſaid *A. W.* his Heirs and Aſſigns, for and during ſo long time as the ſaid *A. W.* his Heirs and Aſſigns, ſhall and will, well and truly content, and pay or cauſe to be paid the Sum of 100 l. of, *&c.* yearly unto the ſaid *N. S.* and his Aſſigns or to any of them, in ſuch ſort, manner, and form as is hereafter expreſſed and declared, That is to ſay, at or upon the Feaſt of *&c.* of lawful Engliſh money, at the Royal *Exchange* in *L.* in the place there commonly uſed and appointed for payment of money, and at or upon, *&c.* 40 l. of like lawful money of *England* at the ſame place; and ſo and from thenceforth on either of the ſaid Feaſt days, or within 6 weeks next after either of the Feaſt days, during the natural life of the ſaid *N. S.* at the place aforeſaid. **Provided always**, and it is upon conſideration and agreement before recited, covenanted, condeſcended and agreed between the ſaid parties, That if the ſaid *N. S.* happen to die within the ſpace of ſix years next enſuing the Date of theſe preſents, that then the Premiſſes with the Appurtenances, ſhall be to the uſe of the ſaid *A. W.* and his Heirs ſo long as the ſaid *A. W.* after the Death of the ſaid *N. S.* ſhall well and truly content and pay or cauſe to be paid, yearly in ſuch ſort, manner, and form, as is aboveſaid for ſo much of the ſaid ſix years, as ſhall be at the time of the Death of the ſaid *N. S.* behind to come and unexpired, to ſuch perſon or perſons as he the ſaid *N. S.* by his laſt Will or Teſtament in writing, or any other Act or Deed in writing done and executed in his life time, ſhall aſſign or appoint to receive the ſame: So that the ſaid perſon ſo appointed, to have, and receive the ſame, do ſhew the hand and Seal of the Major of the City of *L.* for the time then being, unto the ſaid *A. W.* his Heirs, Executors, or Aſſigns, teſtifying that he is the perſon to whom the ſaid *N. S.* hath given the ſaid money: **And** after the end of the aforeſaid ſix years: That then the Premiſſes with the Appurtenances ſhall be unto the uſe of the ſaid *A. W.* his Heirs, ſo long as the ſaid *A. W.* his Heirs, or Aſſigns, ſhall well and truly pay or cauſe to be paid the ſaid Annuity at the Feaſt days, and place aforeſaid, in manner and form as aforeſaid, to ſuch perſons as he the ſaid *N. S.* ſhall appoint by his laſt Will and Teſtament, in writing, or by any other Act or Deed in writing done, executed or made in the life of the ſaid *N. S.* within ſix years next after the Date of theſe preſents, for and during the Life of the ſaid perſon ſo aſſigned or appointed to receive the ſame, ſo that the ſaid perſon ſo appointed to have and receive the ſame, do ſhew the Hand and Seal of the Major of the City of *L.* for the time being, unto the ſaid *A. W.* his Heirs, or Aſſigns, teſtifying, that he is the perſon to whom the ſaid *N. S.* hath given the ſaid money to have and receive, the ſame immediately after the death of the ſaid *N. S.* for and during the life of the ſaid perſon, if he ſhall over-live the ſaid *N. S.* **Provided always**, and it is upon the Conſideration aforeſaid covenanted, concluded, and agreed between

Which Recovery ſhall be to the uſe of the Grantor ſo long as he ſhall pay 100 l. per annum to the Grantee during his life.

Proviſo that if the Grantee dyi within 6 years, the Grantor to pay the Annuity for ſo much of the time of ſix years, as did not run up in the life of the Grantee, to ſuch perſon as the Grantee by Will ſhall appoint.

And after the ſix years, for the life of ſuch other perſon as the Grantee by Will or writing ſhall appoint.

Proviſo that if default be made in payment of the Annuity, that then the Grantor and all others ſhall ſtand ſeiſed to the uſe of the Grantee and his Heirs for ever.

the ſaid *A. W.* and the ſaid *N. S.* That if any default of payment of the ſaid yearly Sum of 100 l. or any part thereof ſhall be hereafter at any of the ſaid Feaſt days, in which the ſame or any part thereof ought to be paid as aforeſaid, and that the ſaid yearly Sum or any part thereof, ſhall alſo by the ſpace of 10 weeks next and immediately following and enſuing any the foreſaid Feaſts or days, remain or be behind uncontented, unſatisfied, or unpaid: **That then** as well the ſaid Recovery, as alſo the ſaid *A. W.* his Heirs and Aſſigns, and all and every other perſon or perſons, which after the ſaid Recovery ſhall ſtand to be ſeiſed of the Premiſſes or any parcel thereof, ſhall ſtand, continue, remain and abide and be ſeiſed for evermore to the uſe of *N. S.* his Heirs, and Aſſigns for ever, and to no other intent, or purpoſe. Any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding.

Grantor Covenants.

To be lawfully ſeiſed.

And, the ſaid *A. W.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant by theſe preſents to, and with the ſaid *N. S.* his Heirs, and Aſſigns, That he the ſaid *A. W.* now is, and alſo at the knowledging and levying of the ſaid Fine, hereafter to be levied in form aforeſaid, ſhall be lawfully and rightfully ſeiſed of the ſaid Mannor, and other the Premiſſes with the Appurtenances either in Fee-ſimple or in Fee-tail general to his own only uſe, without any condition or limitation of uſe and uſes; and that the Reverſion or Remainder of the Premiſſes, or of any parcel or member thereof now is not in the Kings Majeſty.

And that the Reverſion is not in the King.

And further, The ſaid *A. W.* doth by theſe preſents covenant and grant to and with, and the ſaid *N. S.* his Heirs and Aſſigns that the ſaid Mannor and other the Premiſſes with the Appurtenances ſhall or may (if at any time hereafter the ſaid *A. W.* his Heirs or Aſſigns, do fail or make default of or in payment of the ſaid Sum of 100 l. contrary to the true meaning of theſe preſents, ſo that the uſe of the ſaid Mannor, and all and ſingular the other Premiſſes ſhall thereby be unto the uſe of the ſaid *N. S.* his Heirs and Aſſigns) remain, continue, and be for evermore freely and clearly acquitted, exonerated and diſcharged, or otherwiſe upon reaſonable requeſt or demand hereafter to be made, well and ſufficiently ſaved and kept harmleſs, of and from all and ſingular former Bargains, Sales, Gifts, Grants, Fines, Feoffments, Alienations, Recovery, Joynture, Dowers, Statutes, Merchant, and of the Staple, Recognizances, Uſes, Wills, Intails, Leaſes, Judgments, Condemnations, Penſions, Arrearages of Rents, Fees, Annuities, Rent-charges, Rent-Seck, and of, and from all other Charges and Incumbrances whatſoever.

That the Premiſſes are free from Incumbrances,

The Grantor (if default be made in payment, ſo that the uſe to him limited ſhall ceaſe) and all others ſhall make further aſſurance.

And, the ſaid *A. W.* doth further covenant, and grant for him, his Heirs, Executors, and Adminiſtrators, to, and with, the ſaid *N. S.* his Heirs, and Aſſigns, by theſe preſents in manner and form following: That is to ſay, that if the ſaid yearly Sum of 100 l. be not hereafter well and truly contented and paid in manner and form as is in theſe preſents expreſſed, according to the purport, true intent, and meaning of theſe preſents, So that the uſe limited to the ſaid *A. W.* ſhall end, ceaſe, and determine; That then the ſaid *A. W.* his Heirs, Aſſigns, and all other perſon or perſons, any thing having, lawfully claiming or pretending to have, of, in, to, or out of, the Premiſſes

miſſes or any part thereof any Eſtate, Right, Title, or Intereſt, ſhall upon reaſonable requeſt of the ſaid *N. S.* his Heirs and Aſſigns, at any time within five years after the end and determination of the uſe aforelimited or appointed to the ſaid *A. W.* his Heirs, or Aſſigns, do make, knowledge, or ſuffer to be made, done, knowledged and executed all and every ſuch further Act or Acts, Deed or Deeds, for the further or more aſſuring and ſure making of the Premiſſes unto the ſaid *N. S.* his Heirs, and Aſſigns, for ever, unto the uſe of the ſaid *N.* his Heirs or Aſſigns, be it by Recovery or Recoveries, with Vouchee or Vouchees, Deed, or Deeds, Inrolled or not Inrolled, Inrolment of theſe preſent Indenture, Fine, Feoffment, Releaſe or Confirmation with Warranty againſt all perſons, or by all, every or any of the ſaid ways or means, as ſhall be reaſonably deviſed or adviſed by the ſaid *N. S.* his Heirs or Aſſigns, or by his or their learned Council in the Law, at the only Coſts and Charges in the Law, of the ſaid *N. S.* his Heirs or Aſſigns. **And that the** Premiſſes immediately from and after the determination, ending or ceaſing of the ſaid uſe limited to the ſaid *A. W.* his Heirs, and Aſſigns, of and in the premiſſes, ſhall be, remain and continue unto the ſaid *N. S.* his Heirs, Executors, and Aſſigns, for evermore, of the clear yearly value of 100 l. over and above all Charges and Repriſes. **In Witneſs,** *&c.*

To continue for ever of the clear yearly value of 100 l. *over and above all Charges.*

A Clauſe in a Deed of Annuity whereby the Grantees are enabled to ſell the Diſtreſs, if it be not redeemed by a day.

And the Grantor covenanteth with the Grantee, &c. That if every ſuch Diſtreſs, and Diſtreſſes to be taken as aforeſaid, ſhall not from time to time ſo often as any ſuch ſhall be taken, be redeemed from the ſaid *R.* and *S.* and the Survivor of them their Executors or Aſſigns, within the ſpace, of, &c. next after the taking thereof, **That then** it ſhall, and may be lawful, to, and for the ſaid, &c. **To make Sale** of all, and every ſuch Diſtreſs and Diſtreſſes, as aforeſaid, and thereof to have, levy, and enjoy the Arrearages of the ſaid yearly Rent and Payment of the pain and pains aforeſaid forfeited as aforeſaid, without any moleſtation, vexation, or impediment of any perſon, or perſons whatſoever.

A Clauſe to ſell a Diſtreſs.

A Covenant for giving an acquittance upon every payment of an Annuity.

A Covenant to give an acquittance.

AND the ſaid *J. S* and *A.* his Wife, for themſelves, their Executors, *&c.* do covenant, *&c.* that the ſaid *J.* and *A.* his wife, and their Aſſigns, upon receipt of every payment of the ſaid Annuity to them, or any of them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall, and will, upon requeſt therefore to be made, deliver a Writing under their Hand and Seal, plainly teſtifying and reporting the ſame receipt and payment from time to time, ſo often as the ſaid *J.* or *A.* or their Aſſigns, ſhall receive any ſuch payment.

A Clauſe for putting one in poſſeſſion of an Annuity.

For giving Poſſeſſion.

AND the ſaid *J. H.* hath put the ſaid *I. I.* in full Poſſeſſion and Seiſin of the ſaid Annuity or yearly rent of 40 l. for, and during all the ſaid term of 21 years, well and truly to be paid, in form aforeſaid, at the enſealing and delivery of theſe preſents: and in part thereof, did pay and deliver to the ſaid *I. I.* one ſilver Groat of lawful, *&c.* which the ſame *J.* hath received accordingly, and folded the ſame about the label of that part of theſe preſents, which is ſealed with the Seal of the ſaid *J. H.*

Assignments.

An Indenture of Assignment where one having had a Lease Mortgaged unto him and forfeited, he now conveyeth the same back to the first Vendor; conditionally he pay a Sum of Money by a Day. Note good Covenants in this Indenture.

THis Indenture, &c. **Between** *J. J.* Citizen and Founder of *L.* on the one party, and *J. D.* of *E.* in the County of *K.* Gentleman, on the other party; **Witnesseth, That whereas** Sir *H. C.* of *C.* in the County of *W.* Knight, by his Indenture of Lease dated, &c. did demise to the said *J. D.* and his Assigns, for the term of 16 years, commencing at the Feast, &c. then last past, for the yearly Rent of 16*l.* of lawful, &c. during the said term to be paid to the said Sir *H.* his Heirs and Assigns, all that the Scite of the Mansion place or dwelling house of his Mannor of *R. alias R.* in the County of *E.* Together with all Courts, &c. and all Demesn Lands, &c. to the said Scite, belonging, or in any wise appertaining, or at any time therefore had, excepted, &c. except as in the said Indenture is excepted. *Recital.*

And whereas the said *J. D.* did heretofore make sale, and bargain, to the said *J. J.* of all the said Lease, Estate, and Interest of the said *J. D.* of, and in, the Premisses, for the assurance of payment of a certain Sum of Money by the said *J. D.* to have been paid to the said *J. J.* at a certain day now past: In the payment of which said Sum, the said *J. D.* hath clearly made default, and yet hitherto hath not paid the same, or any part thereof to the said *J. J.* or to any other for his use: By reason whereof, the said *J. D.* hath clearly forfeited all his said Lease, Estate, Interest, and term of years, which be yet to come in the Premisses unto the said *J. J.* as by a former pair of Indentures thereof made heretofore between the said *J. D.* on the one party, and the said *J. J.* on the other party, bearing Date, &c. more at large and plainly will appear. By reason whereof the said *J. J.* now is lawfully possessed of the said Lease and other the Premisses as of his own proper goods. *Recital.* *Forfeiture by non-payment.*

Yet nevertheless, at the earnest desire and request of the said *J. D.* and upon, and under, the condition, that the said *J. D.* his Executors or Administrators, do pay or cause, &c. to the said *J. J.* his certain Attorney, Executors or Administrators, the Sum of, *&c.* of lawful, *&c.* on the 12 day of *D.* next, *&c.* at, *&c.* between the hours, *&c.* of the said 12 day of *D.* next ensuing as aforesaid: **The said *J. J.* hath granted,** bargained, and sold, and by these presents so far as in him is, doth grant, bargain, sell, assign, and set over to the said *J. D.* for the only use of the said *J. D.* and of his Executors and Assigns, all the Lease, Interest, and term of years now to come *Nevertheless further day given, and accordingly the Assignment is made upon Condition.*

come, of, and in the said Scite, &c. and all other the Premisses above recited, in so large and ample manner, as the said *J. J.* had the same, of the Grant, Bargain, Sale, and Assignment of the said *J. D.* by the said former Indenture above recited in these presents. **Provided alwaps**, That if the said *J. D.* his Executors, and Administrators do make default, and do not pay and cause, &c. the said Sum of, &c. and every part thereof to the said *J. J.* his certain Attorney, Executors, or Administrators, in manner and form as is above limited in, and by, these presents; That then, and from thenceforth these presents, and every thing in them contained or mentioned, for the benefit or behouf of the said *J. D.* his Executors or Administrators, shall be as clearly and utterly frustrate and annihilated to all intents and purposes, as though the same had never been had nor made; Any thing in these presents written or specified, to the contrary thereof in any wise notwithstanding. **And**, The said *J. J.* covenanteth, &c. That the said *J. D.* and his Assigns, by, and under the payment of the yearly Rent reserved of the Premisses in the Original Lease first above recited in these presents, and under the performance and fulfilling of the Covenants and Articles therein contained, to be payable and due to be done from henceforth, until the 12 day, &c. next, &c. shall or may without let or interruption of the said *J. J.* his Executors or Assigns, hold and occupy the said Scite, &c. and other the premisses, with their Appurtenances, until the said 12, &c. **And** the said *J. D.* covenanteth, &c. in manner, &c. That he the said *J.* his Heirs or Assigns shall and will from time to time, until the said 12, &c. yield and pay to the said *H.* his Heirs and Assigns, or to his or their Bayliffs or Receivers, for the time being, all and every payment of the yearly Rent aforesaid, for the Premisses by the said Original Lease, within the space of ten days, next after any such payment shall be due. And for every such several payment, shall take and receive of the said *H.* his Bayliff or Receiver for the time being, one several acquittance; and every such acquittance shall, and will deliver, or cause, &c. to the said *J. J.* at, &c. within the space of 20 days severally, next after the time wherein any of the said payments of the said yearly Rent, shall be first payable by the true meaning of the said former Original Indenture of Lease. **And also**, That the said *J. D.* his Executors or Assigns before the said 12, &c. next, &c. shall not do, procure, or suffer to be done, any act or thing, in, and upon the Premisses, or any part thereof, whereby the Estate, Right, or Interest thereof granted and conveyed to the said *J. D.* by the said Original Indenture of Lease, or any part of the same Right or Interest, of, or in the Premisses, or any part thereof, shall be impaired, hurt, or forfeited. **And further**, That if the said *J. D.* his Executors and Administrators, do make default, and do not pay, or cause to be paid, the said Sum of, &c. and every part thereof, to the said *J. J.* his Executors, Administrators, or Assigns, at the said dwelling house, &c. at such time, and in such manner and form, as for the payment thereof is above limited and appointed in these presents; That then, and at all times during 3 months then next following, upon any reasonable request to be made by the said *J. J.* his Executors, Administrators,

Provided if default be made in payment, this Assignment to be void.

To enjoy until default, &c.

That this Rent shall be paid to the chief Landlord and Acquittance taken and delivered to the Assignee.

That the Assignor shall not prejudice the Estate granted by the Lease.

That if default be made in payment the Assignor to deliver possession.

ſtrators, or Aſſigns, at the ſaid Manſion houſe of the Manor of *R.* the ſaid *J. D.* his Executors or Aſſigns ſhall and will peaceably and quietly yield and deliver the ſaid Manor, and all other the Premiſſes, with their Appurtenances, into the poſſeſſion of the ſaid *J. J.* his Executors or Aſſigns, without any manner of fraud, covin, or delay. **Provided always**, and the ſaid *J. J.* covenanteth, &c. That if the ſaid *J. D.* his Executors or Adminiſtrators, do pay or cauſe to be paid the ſaid Sum of, &c. to the ſaid *J. J.* in ſuch manner and form as is above in theſe preſents therefore limited and appointed; That then, and at any time after, upon reaſonable requeſt, the ſaid *J. J.* his Executors, Adminiſtrators, and Aſſigns, ſhall, and will as well deliver, or cauſe to be delivered to the ſaid *J. D.* his Executors, or Adminiſtrators, the ſaid Original Indenture of Leaſe, whole, and uncancelled, and all former Conveyances and Bonds made concerning the ſame by the ſaid *J. D.* to the ſaid *J. J.* to be cancelled: **As alſo** ſhall upon like requeſt, and at the coſt and charges of the ſaid *J. D.* grant, releaſe, and re-aſſign, and convey the ſaid Scite of the ſaid, &c. and all other the Premiſſes, and the ſaid Original Leaſe, with Warrant by Covenant, diſcharge or ſaving harmleſs the ſame upon reaſonable requeſt, of, and from all former Grants, Alienations, Leaſes, and Bargains thereof, or of any part thereof, before that time made, or to be made by the ſaid *J. J.* or his Executors (except only ſuch Grant and Bargain as the ſaid *J. J.* hath thereof made to the ſaid *J. D.* by theſe preſents.) **In Witneſs**, &c.

That if the Money be paid the Aſſignee ſhall deliver up the Original Leaſe.

And re-aſſign.

An Aſſignment of Rent reſerved upon a Leaſe.

TO all Chriſtian people, &c. [recite the Demiſe to the end of the *Reddendum*, and then] **Know ye**, That I the ſaid *H. F.* in conſideration, &c. **Have given**, granted, aſſigned, and ſet over, and by theſe preſents, &c. as well the Counterpain of the ſaid Indenture of Leaſe, under the Hand and Seal of the ſaid *R. B.* and the ſaid yearly Rent of, &c. and every part and parcel thereof, and all the Arrearages of the ſame or any part thereof, as alſo all ſuch Eſtate, Right, Title, Intereſt, Reverſion, Term, and Demand, as I the ſaid *H. F.* have, may, might, ſhould or ought to have, as well of, and in, the ſaid yearly Rent of, &c. and every part and parcel thereof, and the Arrearages aforeſaid, by vertue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe; As alſo of, in, or to the ſaid Meſſuages, &c. and all other the Premiſſes, with their Appurtenances, by the ſaid Indenture demiſed; **To have, levy, perceive**, and enjoy the ſaid yearly Rent of 6 l. 13 s. 4 d. and every part and parcel thereof, and all the Arrearages aforeſaid, together with the ſaid Counterpain of the Indenture aforeſaid, and alſo all the Eſtate, &c. aforeſaid, and all other the Premiſſes to the ſaid *R. B.* his Executors, &c. to the purpoſe, &c. from the day of the date hereof, for, and during all the reſidue of the ſaid term of 21 years, and for, and during all further term

Recital.

Conſideration.

Aſſignment of the Rent.

and

and Intereſt of me the ſaid *H. F.* yet to come in the Premiſſes, or any part thereof, in like, and in as large, ample, and beneficial manner and form, to all intents and purpoſes, as I the ſaid *H. F.* or my Aſſigns ſhould, or might have done by force of the ſaid Indenture, or by any other ways or means whatſoever. **In Witneſs**, &c.

An Aſſignment of a Leaſe of a Manor of Rents reſerved upon under-Leaſes thereout made, and of Bonds and Covenants made to the Vendor.

Recital. **This Indenture**, &c. **Between** Sir *N.* of *L. &c.* on the one party, and *W. F.* and *M.* of *L.* on the other party: **Witneſſeth, That whereas** *T. A.* Gent. Son and Heir of *T. A.* Gent. brother of the late *T. A. L.* Chancellor of *E.* by his Indenture of Leaſe bearing Date the 23 day of *Aug. Ann.* 4 *Ed.* 6. did demiſe, *&c.* to *T. B.* Gentleman, all that his Mannor of *W. F.* with the Appurtenances in the County of *E.* which he the ſaid *T. A.* then had in reverſion, after the deceaſe of the Lady *E. A.* late wife of the above named *L. T. A.* then having the actual poſſeſſion of the ſaid Mannors; *To have and to hold*, all and ſingular the ſaid Mannors, with the Appurtenances unto the ſaid *T. B.* his Executors or Aſſigns, from the Feaſt of St. *Mich.* the Arch-Angel, immediately following next after the deceaſe of the afore named *E. A.* unto the end and term of 60 years from thence, *&c.* yielding and paying therefore yearly unto the ſaid *T. A.* his Heirs and Aſſigns, 46 l. of, *&c.* by the year, at two terms of the year: That is to ſay, at the Feaſt of the *Annunciation*, *&c.* and St. *Michael*, *&c.* by even portions, during the ſaid term, As by the ſaid

Recital. Indenture of Leaſe, *&c.* **And whereas** the ſaid *T. B.* by his Indenture dated 31 *Aug. predict. An.* 4 *predict.* did bargain, ſell, and ſet over unto Sir *G. N.* Knight, Father of the ſaid *N.* all his ſaid Indenture of Leaſe of the ſaid Mannor of *W. F.* with the Appurtenances, and all his Eſtate, Right, Title, Uſe, Intereſt, and term of years, which he then had to come, of, and in, the ſaid Mannor, and all other the Premiſſes; by vertue of the Indenture of Leaſe firſt in theſe preſents recited: *To have and to hold*, the ſaid Mannor, with the Appurtenances unto the ſaid Sir *G. N.* his Executors and Aſſigns, from the Feaſt of St. *M.* next and immediately following the deceaſe of the afore-named Lady *E. A.* unto the full end and term of all the years then to come, ſpecified, and compriſed in the ſaid former In-

Recital. denture of Leaſe, as by the ſaid Indenture made of the Bargain, Sale, and Aſſignment aforeſaid, more at large may and will appear. **And whereas alſo** the ſaid Sir *G. N.* by his Poll-Deed under his Seal, dated the 27 of *April. An.* 12 *R. R. Car.* 2. for, and towards, the better maintenance and preferment in living of the ſaid Sir *N.* his Son, and for other reaſonable cauſes, him moving, did give, grant, aſſign, and ſet over unto the ſaid Sir *N.* his Eſtate, Right, Intereſt, and term of years, of, in, and to the ſaid

Mannor

Mannor of *W.F.* with all and ſingular his Members and Appurtenances; *To have*, hold, poſſeſs, and enjoy the ſaid Mannor, with all and ſingular the Appurtenances to the ſame belonging, to the ſaid *S.* his Executors and Aſſigns, from, and after the date of the ſaid Poll-Deed, during the reſidue of the ſaid term of, &c. as by the ſaid Poll-Deed, &c. **The ſaid** Sir *N.* for, and in conſideration of the Sum of 900 l. of lawful, &c. whereof, &c. **Hath bargained**, ſold, aſſigned, and ſet over, and by theſe preſents doth wholly, clearly, and abſolutely bargain, &c. to the ſaid *W.F.* all his Eſtate and term of years, of, and in the ſaid Mannor of *W.F.* with all and ſingular the Appurtenances, in the ſaid County of *E.* and the Right, Title, Intereſt, Reverſion and Reverſions, Demand, and term of years whatſoever, which the ſaid *S.* hath, or may, or ought to have, in, or to the ſaid Mannor with the Appurtenances, and every, or any part or parcel thereof, and all Leaſes, Writings, Indentures, Bonds, Exemplifications, Court-Rolls, Rentals, Eſcripts, and Mynuments whatſoever, which the ſaid Sir *N.* hath, touching or concerning the ſa'd Mannor, with the Appurtenances, or any part thereof, and all and ſingular Rents, and other Profits whatſoever, reſerved upon any Leaſe or Leaſes heretofore made of the Premiſſes, or any part thereof, with all the advantages, commodities, and benefits in Law whatſoever, which lawfully may be had, uſed, or taken upon any Covenants, Grants, or Agreements, contained in the ſaid Leaſes heretofore made of the Premiſſes, or any part thereof, either by the ſaid Sir *G.N.* or the ſaid Sir *S.N.* and all and ſingular Bonds whatſoever, to them, or either of them, made for or touching the Premiſſes, or any part thereof; **To have and to hold**, and alſo to poſſeſs and enjoy the ſaid Mannor, with all and ſingular the Appurtenances, and all the ſaid Eſtate, Right, Title, Intereſt, Reverſion, Reverſions, Demand, and term of years, of the ſaid *S.* in, and to the ſame, and all the ſaid Leaſes, Writings, Indentures, Bonds, Exemplifications, Court-Rolls, Rentals, Eſcripts, and Mynuments, and all and ſingular the Rents and Profits aforeſaid, and all the advantages, commodities, and benefits aforeſaid, and all and every other the Premiſſes above-mentioned, to be bargained and ſold unto the ſaid *W.F.* his Executors, Adminiſtrators, and Aſſigns, by, and during all the reſidue of the ſaid term of 60 years, mentioned in the ſaid Original Indenture of Leaſe, and yet to come. **And**, the ſaid *S.N.* for him, &c. Covenanteth, &c. in manner and form, &c. That the ſaid Conveyance made of the Premiſſes, from the ſaid *T.B.* to the ſaid *G.N.* and the ſaid Conveyance thereof made from the ſaid *S.G.* to the ſaid *S.* are good, lawful, and perfect Conveyances of the ſaid Mannor, and every part thereof, according to the purport and effect of the ſaid Conveyances: And that by vertue and force thereof, the ſaid *S.* at the enſealing of theſe preſents, hath lawful Right, Title, Intereſt, and Authority, to bargain, ſell, aſſign and ſet over the Premiſs, and every part thereof, to the ſaid *W.F.* his Executors and Aſſigns, according to the intent and true meaning of theſe preſents. **And alſo**, That the ſaid Mannors, with the Appurtenances, and all, and every other the ſaid Premiſſes, at the enſealing and delivery of theſe preſents, ſhall be, and from henceforth by and during all the reſidue of the ſaid

Conſideration.

Aſſignment.

Habend.

Covenants.

That the Original Conveyances are good and thereby he hath right to aſſign.

That the Premiſſes aſſigned are free from all Incumbrances.

said term of 60 years to come, shall stand and continue to the said *W.* his Executors and Assigns, clearly and freely discharged, or otherwise from time to time within convenient time, after notice and warning given, kept harmless by the said *S.* his Heirs, Executors, or Administrators, of, and from all and singular former Bargains, Sales, Leases, Forfeitures, Re-entries, Cause and Causes of Forfeiture, or Re-entries, Arrearages of Rents, Charges, Estates, Titles, and Incumbrances whatsoever, had, done, made, given, or caused by the said *S. G.* and *S.* or either of them, and by the means or procurement of them, or either of them, or any other person or persons, lawfully claiming, in, by, or from them or any of them, **The Rent,** Covenants, Conditions, Premisses, and Agreements specified in the said Original Leases, which on, and for, the party of the said *T. B.* and his Assigns, hereafter shall grow due to be paid and performed: And one Lease made by, &c. by Indenture dated, &c. unto, &c. of the Capital place or chief Mansion of the said Mannor, and divers parts of the said Mannor, to hold to the said, &c. and his Assigns, from the Feast, &c. to the end, &c. Upon which Lease there is reserved, and shall, or lawfully may be payable yearly during the continuance of the same Lease unto the said *W. F.* and his Assigns, the yearly Rent of 25*l.* of lawful, &c. And also the several Estates made to the several Copyholders of the said Mannor, according to the custom of the said Mannor; whereupon the old accustomed Rents and Services reserved yearly to be paid and done during the said Estates, according to the old custom of the said Mannor, always foreprised and excepted. **And also** the said *S. N.* for him, &c. Covenanteth, &c. That the said *W.* his Executors and Assigns, from thenceforth shall, or may lawfully have, possess, and enjoy all the Right, Title, Interest, and term of years of the said *S. N.* of, in, and to the said Mannor, with the Appurtenances, and all other the Premisses, with the yearly Rents and Services beforementioned, according to the several Reservations of the same, without any let, disturbance, or vexation of the said *G.* and *S.* or either of them, or of any other person or persons, by the means, title, or procurement of them, or either of them (except only as before in these presents is excepted: **And that the** said Sir *G. N.* and *S. N.* and either of them, and the Executors and Administrators of them, and either of them shall and will from time to time, agree, permit, and suffer, that the said *W.* his Executors, Administrators, and Assigns, at his, and their proper costs and charges, may by all and lawful means sue and prosecute all, and all manner of Actions, Suits, Processes, and Recoveries upon, or by reason of any Covenants, Grants, or Agreements, by any person, or persons heretofore made, either with the said Sir *G.* or *S.* by any Indenture, or Writing aforesaid, and upon, or by reason of any Bond, Statute, or Recognizance to them, or either of them, made for performance of the said Covenants, Grants, or Agreements, or any of them, touching the said Leases and Demises, or otherwise for any other cause touching the Premisses. **And moreover,** That the said Sir *G.* and *S.* their Executors, and Administrators, shall at all times allow and avow all and every the said Actions, Suits, Processes, and Recoveries in their or either

Except, &c.

For quiet enjoyment.

And to sue for breach of Covenants.

To avow such Suits.

either of their names to be had or prosecuted, at the only cost and charges of the said *W.* his Executors, Administrators or Assigns; And that all benefits and advantages coming or growing of, or by the said Actions, Suits, Processes, and Recoveries shall, and may be had and taken, and quietly enjoyed to the said *W.* his Executors, Administrators, and Assigns, without let or impediment of the said Sir *G.* and *S.* or either of them, of, or by reason of any act or thing to be done, knowledged or procured by them, or either of them, without the consent of the said *W. F.* his Executors, Administrators. And further, that they the said Sir G. or the said *S.* or either of them, have not released or discharged any of the Bond, or Bonds, Obligations, or Recognizances, hereafter mentioned; that is to say, One Recognizance inrolled in the Court of *Chancery*, knowledged by the said *E. P.* and others, to the said *G. N.* touching the Covenants of the Lease aforesaid made, &c. and one Obligation of, &c. dated the, &c. made by the said, &c. **And** The said *W. F.* for him, &c. covenanteth, &c. That the said *W.* his Executors, Administrators, or Assigns, at, or upon reasonable request to them, or any of them in that behalf to be made by the said *T. A.* the Lessor aforesaid, or his Heirs, shall at the end of the said Term of 60 years, deliver, or cause to be delivered, to the said *T. A.* his Heirs or Assigns, all such Evidences, Court-Rolls, Mynuments, Escripts, and Writings, as he the said *W.* his Executors or Assigns, have received, or shall receive of the said S. his Executors or Administrators, touching the Inheritance of the Premisses, or any part thereof: And such Court-Rolls and Rentals, as hereafter in the mean time shall be made or renewed, of the Premisses, or any part thereof, by the said *W.* his Executors, Administrators, or Assigns, and with them at the end of the said term of 60 years, shall be in the custody of the said *W.* or his Assigns. **In Witness**, *&c.*

And that the Assignee shall have the benefit.

Hath not discharged any Bonds, &c.

The Assignee Covenants to deliver up the Writings, & at the expiration of the term granted by the Original or Lease.

The Assignment of a Statute.

This Indenture, &c. **Witnesseth, That whereas** *W. H.* &c. by a certain Statute, or Recognizance, bearing date, &c. Recognized and Sealed before *R. C.* Kt. then *L. C.* Justice of *England* according to the form of the Statute late made and provided for the recovery of Debts, became bound to the said *W. C.* in the Sum of a 100 l. of lawful, &c. payable as by the said Recognizance more plainly may appear, **The said** *W. C.* for divers good considerations him thereunto moving, doth by these presents fully and clearly Give, Grant, Alien, Assign, and set Over unto the said *R. S.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever, the said Recognizance, and the Debt, and Duty therein contained, and all and every the execution, benefit, estate, and interest that may be had, obtained, or gotten, by reason of the said Recognizance, or any Execution sued out, or to be sued out thereof: **And the said** *W. C.* doth by these presents, make, ordain, constitute,

Recital of the Statute.

Consideration.

Assignment.

Letter of Attorney.

ſtitute, and put in the place and places of him the ſaid *W.C.* his Executors and Adminiſtrators, and of every of them the ſaid *R.S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, the true, lawful, and irrevocable Attorney and Attorneys of him the ſaid *W.* his Executors and Adminiſtrators, and of every of them, for him and them, and in his, and their Name or Names, To ask, levy, recover, and receive of the ſaid *W.H.* his Heirs, Executors, and Adminiſtrators, and every of them, the ſaid Sum of 100 l. contained in the ſaid Recognizance, and every part thereof, and alſo to ſue Execution of the ſaid Recognizance: **And alſo** the ſaid *W.C.* for him, his Executors and Adminiſtrators, doth by theſe preſents give power and authority to the ſaid *R.S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, for, and in the Name and Names of him the ſaid *R.C.* his Executors and Adminiſtrators, and every of them, to do, cauſe, and procure to be done, all and every act, and acts, thing and things, that is, or are to be done, or that may be done, for, in, or about the ſuing out of Execution upon the ſaid Recognizance, or for, or touching the obtaining or getting of the Debt and Duty therein contained, and every, or any part thereof, in as large ample and beneficial a manner and form, as the ſame may be done, in, or by the Law. **And**, The ſaid *W.C.* Covenanteth, &c. in form: &c. That he the ſaid *W.* his Executors and Adminiſtrators, and every of them, ſhall, and will from time to time, and all times hereafter, without fraud, guile, deceit, lett, or interruption, ſuffer the ſaid Letter of Attorney, and the power and authority given or limited by theſe preſents, to ſtand and continue in full ſtrength, force, and effect without any revocation, or diſannulling thereof, either directly, or indirectly; **And** that the ſaid *W.C.* or any other by his means, conſent, authority at any time heretofore hath not done, or aſſented unto, and that he, his Executors, Adminiſtrators, or Aſſigns, or any other by his or their means, conſent, or procurement, ſhall not at any time or times hereafter without the conſent and agreement of the ſaid *R.S.* his Executors, Adminiſtrators, or Aſſigns, firſt thereunto to be had in Writing under his or their Hand and Seal, or Hands and Seals, do, or conſent unto any manner, act or acts, or things whatſoever, whereby, or by reaſon whereof the ſaid Recognizance or Debt therein contained, or any part thereof, or any execution, ſuit, benefit, eſtate, or intereſt, that is, ſhall, or may be had or ſued upon, or by reaſon of the ſame Recognizance in any wiſe is, ſhall or may be made void, releaſed, barred, diſcharged, hindred and incumbred, other than for one aſſignment over of the ſaid Statute, and a Letter of Attorney heretofore made by him the ſaid *W.* for the ſuing out of the Execution upon the ſaid Statute unto *R.C.* which is meant, mentioned, and intended not to be any breach of any Covenant, Grant, or Promiſe in theſe preſents to be contained. **And that** he the ſaid *R.S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall, or may by force of theſe preſents lawfully ask, levy, recover, receive, and enjoy the ſaid Sum of 100 l. and every parcel thereof, to his, and their own proper uſe and behoof, without lett or interruption of the ſaid *W.C.* his Executors, Adminiſtrators, or Aſſigns, or any of them, and without any account or other thing, of

And the Aſſignor doth give power to ſue.

Doth Covenant that the ſaid Letter of Attorney and Authority hereby given ſhall continue in force.

That he hath not nor will not releaſe.

That the Aſſignee may lawfully recover to his own uſe.

or

or for the ſame, or any part thereof to be yielded, or demanded to, or by him or them, or any of them, **And that** all ſuits, extents, and executions, eſtate and intereſt, to be had or proſecuted, or obtained, upon, or by reaſon of the ſaid Recognizance, ſhall be, and may be, had, taken and enjoyed, to and by the ſaid *R. S.* his Executors, and Aſſigns, to his and their own prope uſe, benefit, and behoof, notwithſtanding any Act or Thing done, or to be done by him the ſaid *W.* his Executors, or Adminiſtrators, (other then before in theſe preſents are excepted and fore-priſed.) And alſo that he the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may from time to time, and at all times hereafter, at his, and their will, liberty, and pleaſure, and at his, and their coſts and charges in the Law, have, take, and ſue out all and all manner of lawful Actions, Suits, Writs, Proceſſes, Executions, Petitions, and Demands whatſoever, by, and upon the ſaid Recognizance, in the name of him the ſaid *W.* his Executors, and Adminiſtrators, and every of them againſt all and every perſon, and perſons whatſoever, chargeable, or to be charged, by force of the ſaid Recognizance in any manner whatſoever. **And further**, That he the ſaid *W. C.* his Executors and Adminiſtrators, and every of them, ſhall, and will, at all times hereafter, and from time to time, and at the like coſts and charges of the ſaid *R. S.* his Executors, Adminiſtrators and Aſſigns, avow, juſtifie and maintain with effect, all and every ſuch Action, Suits, Writs, Proceſſes, Executions, and Demands whatſoever, which the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, or any of them, at any time hereafter ſhall have, or ſue out, in the name of him, the ſaid *W.* his Executors and Adminiſtrators, or any of them, by, upon, or by reaſon of the ſaid Recognizance, without non-ſuing, diſavowing, diſcontinuing, withdrawing, or diſcharging of the ſame, or any of them, unleſs the ſame be by, and with, the ſpecial conſent and agreement of the ſaid *R. S.* his Executors or Adminiſtrators in that behalf firſt had, and obtained in writing under his or their hand and Seal, or hands and Seals. **And moreover**, That the ſaid *W. C.* his Executors and Adminiſtrators, and every of them, upon any reaſonable requeſt, and at the coſt and charges in the Law of the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them ſhall, and will, make unto him, and them ſuch other further good and ſufficient Letter, or Letters of Attorney, Aſſurance and Aſſurances, as he, or they, or his or their Council, ſhall think meet and convenient for, or touching the ſaid Recognizance or any thing that ſhall, or may, be had or obtained by reaſon or means thereof, or of any Extent or Execution thereupon to be ſued: **And**, The ſaid *R. S.* covenanteth &c. that if the ſaid *R. S.* at any time hereafter commence any ſuit againſt any perſon or perſons, for or concerning the ſaid Statute or Recognizance in the name of the ſaid *W.* his Executors or Adminiſtrators, and ſhall happen in any of the ſaid ſuit or ſuits, to be non-ſuit or otherwiſe barred, or by any order, ſentence, or decree to be taken ſo that any coſts of ſuits or Damages or ſums of Mony or other recompence ſhall be adjudged, awarded, decreed or ordered againſt the ſaid *W.* his Executors or Aſſigns, in and upon the ſame without any willing act done

And in the name of the Aſſignor.

The Aſſignor ſhall avow &c

To make other Letters of Attorney and further Aſſurance upon requeſt.

That if the Aſſignee be Non-ſuit, to ſave the Aſſignor harmleſs.

or to be done for that intent by the said *W.* his Executors or Administrators; That then the said &c. his &c. shall and will bear & pay, or otherwise save harmless the said *W.* his Heirs Executors, and Administrators, of and from all such costs of suit, charges, sums of Mony, damages or other recompences as shall be in any such suit awarded, ordered, judged, or decreed, against the said *W.* his Executors or Administrators, for or concering the said Statute or Recognizance, any thing in these persents contained to the contrary thereof in any wise notwithstanding. **In Witness** &c.

An Assignment of the Execution of a Statute after the Liberate *sued out.*

Recital of the Statutes.

THis Indenture, &c. **Between** *T. H.* on the one party, and *E. C.* on the other party; **Witnesseth, That whereas** *J. W.* the 20th. day of *Jan. Anno* &c. by one writing obligatory, bearing date the same day and time, knowledged and sealed before &c. according to the Statute lately provided for recovery of Debts, did knowledge himself to owe, and bind himself to pay to the said *T. A.* the sum *&c.* at the Feast *&c.* Of payment of which 10 *l* the said *J.* yet hitherto hath made clear default,

Of the Execution and Liberate.

and by reason thereof the said *T. A.* hath sued Execution upon the said writing Obligatory, and thereupon in due form of Law hath extended certain Houses, Buildings, Lands and Tenements, in *O.* in the County of *O.* of the yearly value of *&c.* whereof the said *J.* after the making and sealing of the said writings Obligatory, was seised in his Demesne, as of Fee: All which said Houses *&c.* by vertue of the Kings Majesties Writ of **Liberate** bearing *Test &c.* were delivered in Execution for the said debt to the said *T. H.* on the 23d. day *&c. To hold* to him and his Assigns, as his Freehold, until the same debt with his costs & damages in that behalf sustained, thereupon should be fully satisfied, as by the Writ of the said Extent, and Writ of *Liberate* aforesaid, and by the return of the same Writs remaining of Record in the high Court of Chancery, more at

Assignment of the Statute.

large will appear: **Now** the said *T. H.* for a certain sum of Mony *&c.* hath alened, bargained, given, and granted, and by these presents doth alien *&c.* unto the said *E. C.* and his Assigns, all the Interest, Right, Estate, Title, and Term whatsoever, which the said *T. H.* hath or ought to have in or to the said houses *&c.* mentioned in the said Writ of **Liberate**, with all and singular their Appurtenances (**Except** only one parcel thereof extended, at the yearly value of *&c.* only *viz.* the Tenement in *G.* aforesaid, now or late in the Tenure or Occupation of &c.) **And the said** *T. H.* for the consideration aforesaid, doth by these presents give, grant, alien, bargain, and sell to the said *E. C.* as well all and singular Writings Minuments and specialites concering the said Term, Estate and Interest, which the said *T. H.* hath in the Premisses: as also all the Issues, Rents, and

And all writings.

Profits Rising, Growing, and coming of all the said Houses, Buildings, Lands and Tenements, mentioned in the said Writ of **Liberate**, (except only

only before excepted) since the said 23*d.* day *&c.* until the time of the enſealing and delivery of theſe Preſents, **To have and to hold**, all the ſaid Houſes, Buildings, Lands, and Tenements, and all other the Premiſſes with their Appurtenances, and all the ſaid Eſtate and Intereſt, of the ſaid *T. H.* of and in the ſame (except before excepted) to the ſaid *E. C.* and his Aſſigns, for and during all ſuch Eſtate, Term and Intereſt, as the ſaid *T.* by force or virtue of the ſaid Writs of Extent, and **Liberate**, and Execution of the ſame, and returns thereof, or otherwiſe, hath, or may, or ought to have, in the above bargained Premiſſes now to come. **And** the ſaid *T.* Covenanteth, *&c.* that the ſaid Houſes *&c.* (except before excepted) now at the enſealing *&c.* ſtand and be, and from thenceforth ſhall remain, continue, and abide unto the ſaid *C. &c.* clearly and freely exonerated, diſcharged *&c.* of and from all and ſingular former Bargains, Sales, Grants, Leaſes Releaſes, Charges, and other Incumbrances whatſoever, by the ſaid *T.* heretofore made, done, or agreed unto, or by the ſame *T.* to be made or agreed unto at any time hereafter, contrary to the true meaning and intent of theſe Preſents, **In Witneſs** &c.

Habend.

Covenant againſt Incumbrances.

The Aſſignment of Recognizance.

THis **Indenture** &c. **Between** *J. L.* Gent. on the one party and *S. M.* of &c. on the other party; **Witneſſeth, That whereas** *E. D.* of *K.* in the County of *L.* Eſquire, by one writing or Recognizance bearing date 25*th* of *Jan. Anno* 20 *R. R. Jac.* taken and knowledged before one of the Ordinary Maſters of his Majeſties high Court of Chancery, became bound unto the ſaid *J. L.* in the ſum of 200 *l.* of lawful &c. for the payment of 102 *l.* 10 *s.* of like Mony on the 29*th* day of *A.* then next enſuing, as by the ſaid Writing or Recognizance, and the Condition thereof more plainly appeareth. **Which** ſaid ſum of 102 *l.* 10 *s.* was not paid, nor any parcel thereof was paid to ſaid *J. L.* nor his Aſſigns, at nor before the 29*th* day of *A.* nor at any time ſithence, by means whereof the ſaid Recognizanc became, and now is, and ſtandeth abſolute without Condition, and in full force and ſtrength in the Law. **Now the ſaid** *J. L.* for certain good cauſes and conſiderations &c. hath aſſigned, made, ordained, and in his ſtead and place by theſe preſents, doth put and conſtitute the above named *S. M.* his true and lawful Attorney irrevocable, giving, and by theſe preſents granting unto the ſaid *S. M.* and his Aſſigns, full power and Authority, by virtue hereof for him the ſaid *J. L.* his Executors, or Adminiſtrators, and in his or their name or names, and to the proper uſe and behoof of the ſaid *S. M.* to ask, levy, recover, receive, take up, and demand all that the ſaid ſum of 200 *l.* of lawful &c. mentioned and expreſſed in the ſaid Recognizance, and every parcel thereof. **And** for non-payment thereof, or any parcel thereof, to ſue Execution upon the ſaid Recognizance, and to obtain the moyety of the Lands, Tenements, and Hereditaments which were of the ſaid *E. D.*

Recital of the Recognizance.

Aſſignment of the Recognizance, and Letter of Attorney.

at the time of the knowledging of the ſaid Recognizance, or at any time ſithence: and alſo the ſaid *E. D.* his Heirs, Executors, or Adminiſtrators, for non-payment of the ſaid ſum or parcel thereof, to take and cauſe to be arreſted, and pleas and proceſs againſt him or them, to commence, maintain, and defend; and of whatſoever in this behoof recovered or received Acquittances or ther Diſcharges ſufficient for, and in, the name of the ſaid *J. L.* his Executors, or Adminiſtrators to make, ſeal, and deliver, Attorneys one or more under him to appoint, and at his pleaſure to revoke the ſame again, and all and every other thing and things needful and requiſite in and about the Premiſſes or any parcel thereof, for and in the name or names of the ſaid *J. L.* his Executors, or Adminiſtrators, to do, make, execute, and accompliſh, as fully and effectually in any thing as he the ſaid *J. L.* his Executors or Adminiſtrators might or could do, if he or they were perſonally preſent. And alſo the ſaid *J. L.* by theſe preſents, doth ratifie, confirm, approve, and allow, all and whatſoever the ſaid *S. M.* or his Aſſigns ſhall do or cauſe to be done, in or about the Premiſſes or any parcel thereof in the name of the ſaid *J. D.* his Executors or Adminiſtrators be virtue of theſe preſents. **And** the ſaid *J. L.* for him *&c.* covenanteh *&c.* in manner *&c. viz.* That he the ſaid *J. L.* his Executors and Adminiſtrators and every of them ſhall and will from time to time, and at all times hereafter at the reaſonable requeſt, and coſts and charges in the Law of the ſaid *S. M.* his Executors, Adminiſtrators, and Aſſigns, ratifie, advow, juſtifie, and allow, all and every ſuch action and actions, ſuit and ſuits, plaints, proceſſes, Extents, Judgments, and Executions, as at any time and times hereafter ſhall be brought, obtained, procured, commenced, or gotten by the ſaid *S. M.* his Executors, Adminiſtrators, or Aſſigns or any of them in the name or names of the ſaid *J. L.* his Executors, or Adminiſtrators, or any of them againſt the ſaid *E. D.* his Heirs, Executors, or Adminiſtrators or any of them, or againſt his or their or any of their Goods, Chattels, Lands, Tenements, or Hereditaments or any parcel thereof for the levying or recovering of the ſaid ſum of 200 *l.* in the ſaid Writing or Recognizance mentioned, or of any parcel thereof without any Non-ſuit, Releaſe, Retraxit, Disavowry, Diſcontinuance, or other wilful hindrance, or delay of the ſame Actions, Suits, Extents, Judgments, Executions, or any of them; except it ſhall be by and with the conſent of the ſaid *S. M.* his Executors or Aſſigns thereunto firſt had and obtained in Writing: **And alſo**, that he the ſaid *J. L.* hath no at any time heretofore releaſed nor diſcharged, nor his Executors nor Adminiſtrators, ſhall or will at any time or times hereafter releaſe, or diſcharge the ſaid Writing, or Recognizance or ſum of 200 *l.* therein mentioned, nor any parcel thereof, unleſs it ſhall be by, and with the conſent of the ſaid *S. M.* his Executors and Aſſigns, thereunto firſt had and obtained in writing; **And alſo**, that the ſaid *S. M.* his Executors and Aſſigns, ſhall, or lawfully may, peaceably and quietly have, receive, take and enjoy to his and their own proper uſe for ever the ſaid ſum of 200 *l.* and the whole benefit, profit, commodity, and advantage, which at any time or times hereafter ſhall be obtained, recovered, and gotten upon,

Covenant that the Aſſignor ſhall juſtifie Actions, &c.

And that he hath not, nor will not releaſe without conſent, &c.

That the Aſſignee ſhall have the money to his own uſe.

on, or by reason of, the said Writing or Recognizance, or upon or by reason of any of the same Actions, Extents, Judgments, and Executions, to be had, brought or commenced upon the same without any lett, trouble, or interruption of the said *J.* his Executors, and Administrators, or Assigns, or any of them, or of any other person or persons, by his or their means, and without any account, or other thing to him, or any of them, to be therefore had, yielded, or made. **And also** the said *J. L. Covenanteth* &c. That he the said *J. L.* his Executors and Administrators, shall and will, at all times hereafter, and from time to time, at reasonable request, and cost and charges of the said *S.* his Executors, and Assigns, do, make, knowledge, and execute, and suffer to be done, made, knowledged, and executed; all and every such further act and acts, thing and things, and devise and devises whatsoever, for the further, better, and perfecter assigning, conveying, and assuring of the Premisses, and every parcel thereof to the said *G. M.* his Executors and Assigns, in form, and to the use aforesaid, as by the said *G. M.* his Executors, or Assigns, or his or their Council Learned, shall be reasonably devised, advised, or required. **In Witness** &c.

To do such other Acts for further assigning as shall be required.

An Assignment of a Recognizance, for performance of Covenants

This Indenture &c. **Between** *U. B.* &c. on the one party, and *G. T.* &c. on the other party; **Witnesseth, That whereas** &c. [reciting the Indenture.] **And whereas** also, the said *J. C.* by his Recognizance, bearing date 1. *Aug. Anno* 14. *Regina Eliz.* doth stand bound to the said *U.* in the sum of 1000*l.* of lawful &c. for the performance of all and singular the Covenants, Grants, Articles, Clauses, Sentences, and Agreements, specified in the said former Indenture, on the part of the said *J. C.* his Heirs, Executors, Administrators, and Assigns, to be performed; As by the said Recognizance remaining of Record, before our said Soveragin Lord the King, in his Court at *Westminster*, commonly called the Kings Bench, and the Condition thereof more plainly and at large may, and doth appear. **Now** the said *U. B.* for very good and reasonable considerations, him thereunto moving, hath granted, assigned, and set over unto the said *G. T.* his Executors, Administrators and Assigns, as well the said Recognizance and sum of Money therein specified; As also all and singular Forfeitures, Recoveries, Advantages, and Commodities whatsoever, which at any time, or times, can or may be lawfully had, or taken, by reason or means of the said Recognizance or of any Judgment thereupon given, or to be given, or of any execution thereof to be had. **And**, The said *U. B.* for him &c. covenanteth &c. in form &c. That is to say, That he the said *U.* his Executors and Administrators, and every of them, from henceforth from time to time, and at all times, shall, and will agree, permit, and suffer the said *G. T.* his Executors, Administrators, Substitutes, and Assigns, at their own costs and charges,

Recital of the Indenture.

Of the Recognizance.

Assignment of the Recognizance.

Covenant that the Assignee may sue in the Assignors Name.

charges, to sue and prosecute in the name and names of the said *V.* his Executors and Administrators, all and singular Writ, and Writs, Process, Judgments, Recoveries, Extents, and Executions, which at any time can or may be lawfully had, or pursued, for, or upon the said Recognizance, or any Judgments thereupon given, or to be given against the said *J. C.* his Heirs, Executors, Administrators, or Assigns; or against any other person, or persons whatsoever. **And also,** That he the said *V.* his Executors, Administrators, upon every reasonable request of the said *G. T.* his Executors, Administrators, or Assigns, and at the costs and charges of the said *G.* his Executors, or Administrators, shall, and will make, seal, and deliver to the said *G. T.* his Heirs, Executors, Administrators, and Assigns, such Letter, and Letters of Attorney, for the suing of the said Recognizance, and recovery of the sum of mony therein specified, as at any time shall be needful. **And also,** at the like request, and costs and charges aforesaid, shall, and will avouch and allow, of all and every the said Suits, Process, and other the Premisses. **And** shall not wittingly at any time or times, do, or knowledge any act, or acts, thing, or things which shall hinder, let, or stay any of the said Suits, Process, Judgments, Recoveries, Extents, or Executions aforesaid. **And also,** That the said *G. T.* his Executors, Administrators, and Assigns, may from time to time, have, hold, and enjoy to their own uses, all and singular such Goods, Chattels, Lands, Tenements, Rents, Reversions and Hereditaments, as shall be had or taken in Execution, upon, or by reason or virtue of the said Recognizance, or any Judgment thereof given, or to be given, and all other Advantages, Forfeitures, and Benefits, which at any time shall, or may be lawfully gotten, or recovered by means thereof, without any let, claim, disturbance, or impediment, by, or with the consent and will of the said *V.* his Executors, or Administrators, and without any account therefore, or for any part thereof, to be made, or to be given to the said *V.* his Executors or Administrators. **And also,** That after Execution shall be had of the said Recognizance, or of any Judgment thereof given or to be given; That, then at all times, during the space of 2 years then next following, the said *V.* his Executors & Administrators, upon every reasonable request to them made by the said *G. T.* his Executors, Administrators, or Assigns, and at the costs and charges of the said *G. T.* his Executors, Administrators, or Assigns, shall, and will grant, convey, and set over unto the said *G. T.* his Executors, Administrators, and Assigns, or to such other person, or persons, as the said *G.* his Executors, Administrators, or Assigns, shall name and appoint, all and singular such Goods, Chattels, Lands, Tenements, Rents, Reversions, and Hereditaments aforesaid, as shall be had, or taken in Execution as aforesaid, without retaining, or account requiring thereof, or of any part thereof, to the said *V.* his Executors or Administrators. **And also,** That the said *V.* heretofore hath not; And that he, his Executors, or Administrators, hereafter shall not release, acquit, or discharge the said *J. C.* his Heirs, Executors, Administrators, or Assigns or any of his, or their Feoffors, or any of their Lands, Tenements, Goods, or Chattels, or any of their persons, of, or for any of the Covenants,

That the Assignor shall make such Letters of Attorney as shall be needful.

And avow Process. Not hinder suits.

The Assignee to have the benefit of such suits to his own use.

That within two years after recovery, the Assignor upon request shall further assign what shall be taken in Execution.

That he hath not nor shall not Release &c.

nants, Articles, or Agreements, contained in the said fomer Indenture, neither of, or for the said Recognizance, or sum of mony therein specified, or any part thereof, or any Process, Extent, Judgment, or Execution therefore had, or sued; or to be had or sued [illegible] at be at, and by the special requeſt and agreement of the said [illegible] utors, Administrators, or Assigns, first therefore made, and given to the said *V.* in writing, under his, or their Hands or Seals: **And also,** That the said *V.* his Executors and Administrators, and every of them, at any time hereafter at the requeſt, and costs, and charges of the said *G.* his Executors, Administrators, or Assigns, shall, and will do, make, knowledge, and suffer, all and every lawful and reasonable act and acts, thing and things, in the Law which shall be needful for the making void and discharging of the said Recognizance, and such Judgments and Executions as be, or shall be had, or given upon the same. **And the** said *G. T.* covenanteth, &c. That he the said *G.* his Executors, Administrators, or Assigns, at their own costs and charges, from time to time, shall, and will save, and keep harmleſs the said *V.* his Executors and Administrators, and every of them, of, and from all and singular such Issues, Amerciaments, Fines, Costs and charges whatsoever as shall happen to be due, or payable, for, or by reason of any Writ, or Writs, Process, or Judgments to be had, in any Suit to be attempted, for, and in the name of the said *V.* his Executors, or Administrators, by the means or appointment of the said *G. T.* his Heirs, Executors, Administrators, or Assigns, or any of them, for, and about the said Recognizance, or sum of Mony therein specified, or any part thereof. **In Witneſs.**

That the Assignor upon requeſt shall discharge &c.

That the Assignee shall keep the Assignor harmleſs against Costs &c.

An Assignment of a Statute.

This Indenture made &c. **Between** *R. M.* Esquire on the one party and *J. G.* on the other party, **Witneſseth, whereas** *W. B.* of *H.* by his Recognizance, or Writing Obligatory, bearing date the 25th. day of *July*, the 3 and 4 years of the Reign of *P.* and *M.* late King and Queen of *England* taken and knowledged before Sir *R. B.* Knight, then Lord chief Justice of the Common Bench at *Weſtminſter*, according to the form of the Statute in that case made and provided, did become bound to the said *R. M.* in 200 Marks of lawful, &c. to have been paid now long since; as by the said Recognizance appeareth. **The said** *R. M.* for good and special causes and considerations him moving, hath given, granted and delivered, and by these presents, doth clearly and absolutely give and grant unto the said *J. G.* the said Recognizance, or Writing Obligatory, with all Forfeitures, Advantages, and Commodities thereof, or thereby to be had or taken. **And also,** The said *R. M.* for him, his Heirs &c. coveanteth &c. in form &c. that is to say; That

Recital of the Statute.

Assignment thereof.

Covenant that the Statute is forfeited.

the said Recognizance now is, and standeth, clearly forfeited in the Law unto the said *R. M.* And that he the said *R. M.* his Executors and Administrators, and every [illegible], from henceforth shall and will permit, agree,

That the Assignee may sue in the Assignors name.

and suffer, that the said *J. G.* his Executors and Administrators, Substitutes and Assigns, [illegible] own costs and charges, may from time to time sue, and prosecute in the name and names of the said *R.* his Executors and Administrators, all and all manner of Writ and Writs, Process, Extents, Suits, Judgments, and Executions whatsoever, which may be lawfully had, sued, or prosecuted, for, or by reason of, the said Recognizance, either against the said *W. B.* his Heirs, Executors and Administrators, or against any other person or persons, their Goods, Chattels, Lands and Tenements, or any of them. And that also the said *R. M.* his Executors,

That the Assignor shall allow such Process &c. and not hinder suits.

and Administrators, shall, and will upon reasonable request, and at the costs and charges aforesaid, avouch and allow all, and every the said Suits, Process, and other the Premisses, and shall not wittingly at any time, or times, hinder, lett, or stay the said *J. G.* his Executors, Administrators, Substitutes, or Assigns, to go forward and prevail in the same Suits, and Process, and other the Premisses, or in any of them. And that the said *J. G.* his Executors, Administrators, and Assigns, may have, hold,

The Assignee to have the benefit to his own use.

take and enjoy to their own uses, all, and singular such Goods, Chattels, Lands, Tenements, as shall be delivered in Execution upon the said Recognizance, or otherwise, by reason of the same. And all other benefits and advantages Thereby, or by any means thereof, to be had or recovered, without any lett, or disturbance of the said *R. M.* his Executors, or Administrators, and without any account thereof to be made, or given to the said *R.* his Executors, or Administrators at any time. And further,

That the Assignor &c. shall further assign what shall be taken in execution.

that when, and after such time, as any Execution shall be had as aforesaid, That then the said *R. M.* his Executors, and Administrators, and every of them, (upon any reasonable request, to them, or any of them therefore to be made) shall, and will, from time to time, Grant, Bargain, sell and set over unto the said *J. G.* his Executors, Administrators, or to such other person or persons, as the said *J.* his Executors, or Administrators shall in that behalf name, and appoint, all such Goods, Chattels, Lands, Tenements and other profits whatsoever, as shall be so had and delivered in Execution of the said Recognizance, or otherwise as aforesaid, to be had and enjoyed accordingly during the same Execution without any profit, or benefit to be retained, or account thereof to be made to the said *R.* his Executors or Administrators in any wise. And

And shall not Release without consent &c.

moreover, thath he the said *R.* his Executors or Administrators hereafter shall not release, acquit or discharge the same Recognizance, or sum of mony aforesaid, or any part thereof, or any manner of Writ, Process, Suit, Judgment, or Execution to be had, of, or for the said Recognizance, or sum of mony, or any part of the same without the special Request, Consent, and Grant of the said *J.* his Executors or Administrators to be made and given to the said *R.* his Executors or Administrators by Writing to be Signed and Sealed, with the hand or hands of the said *J.* his Executors, or Administrators. And, The said *J. G.* covenanteth, &c. That he

the

the said *J.* his Executors, Administrators, or Assigns, shall, and will, from time to time, at their own costs and charges, bear, satisfie, and pay to our Sovereign Lord the King, and to his Officers, all and singular such Fines, Issues, Amerciaments and sums of Mony whatsoever, as shall be due or payable, for, or by reason of all and singular Writs, Suits, or Process to be had or sued for, or upon the said Recognizance, by the said *J.* his Executors, Administrators, or Assigns, in the name or names of the said *R.* his Executors or Administrators; Or else, that he the said *J. G.* his Executors, Administrators or Assigns, shall, and will, from time to time, and at all times well and sufficiently save and keep harmless the said *R.* his Heirs, Executors, and Administrators, and every of them, of, and from all and every the said Fines, Issues, Amerciaments, and sums of Mony aforesaid and every part thereof, as well against our said Sovereign Lord the King, and his Officers aforesaid, as against all, and every other person or persons whatsoever. **In Witness.** &c.

That the Assignee shall save harmless the Assignor against Costs.

An Assignment of a Lease in Reversion from his Majesty, well passed.

This Indenture made &c. **Between** *T. W.* &c. on the one party, and *R. M.* &c. on the other party, **Witnesseth, That whereas** our Soveraign &c. by his Graces Letters Patents under the Seal of his Majesties Court of Exchequer, dated, &c. hath Demised, and to Farm letten to one *R. B.* all that his Highness parcel of waste ground &c. *To have* &c. to the said *R. B.* &c. from the Feast of the *Annunciation*, &c. then last past, unto the end of the Term of 21 years, from thence, &c. yielding &c. as by the said Letters Patents &c. **And whereas also** our said Sovereign &c. by his Highness Letters Patents under the great Seal of *England* bearing date at *W.* &c. for consideration in the same Letters Patents expressed, hath demised &c. to the said *T. W.* his Executors and Assigns, amongst other things, all that his parcel of waste grounds, &c. *To have, and to hold*, the said Lands, Tenements, &c. unto the said *T. W.* his Executors and Assigns, from the time that the said Letters Patents and demise thereof to the said *R. B.* as aforesaid made by Expiration, Surrender, Forfeiture or Determination thereof, or by any other means whatsoever, first and next should happen to be void, ended, and determined, unto the end of the term of 30 years, from thence &c. yielding &c. as by, &c. **Now this Indenture further witnesseth**, That the said *T. W.* for, and in consideration of a certain sum of &c, whereof &c. hath bargained, sold, aliened, assigned, and set over, And by these presents, &c. unto the said *R. M.* his Executors, Administrators, and Assigns, all the Interest, Estate, and Term of 30 years to him the said *T. W.* by the said Letters Patents granted of and in the said Lands &c. and of, and in all and singular other the Premisses, before in these presents recited, and to him the said *T. W.* by the said

Recital of the Letters Patents.

Of other Letters Patents.

Consideration. Assignment.

said Letters Patents granted as aforesaid; and of, in, and to every part, and parcel thereof with the Appurtenances; and also the estate, right title, interest, term of 30 years Reversion, Claim and Demand whatsoever; which he the said *T.* hath, or may, or ought to have, or claim, of, in or to the said Lands &c. and all and singular other the Premisses before in these presents recited; and of, in, or to every part and parcel thereof with the Appurtenances, by force and virtue of the said Letters Patents, to him the said *T.* granted as aforesaid, or any thing therein contained; **To have, and to hold** the same premisses, and all the said Estate, Right, Title, Interest, term, of 30 years Reversion, claim and demand whatsoever, of him the said *T. W.* of in, and to the same Premisses before recited; and of in, and to every part and parcel thereof, with the Appurtenances (except before excepted) unto the said *R. M.* his Executors or Assigns, in as large, ample, and beneficial manner and form, to all intents and purposes, as he the said *T. W.* hath, or may, or ought to have and enjoy the same by force and virtue of the said Letters Patents, to him the said *T. W.* granted, as aforesaid; or any thing therein contained. **And** the said *T. W.* covenanteth &c. that he the said *T.* his Executors or Administrators, shall, or will at all times hereafter; and from time to time, free, acquit, exonerate and discharge; or otherwise in convenient time after reasonable request, sufficiently save and keep harmless the said Premisses before in these presents recited; and every part and parcel thereof, with the Appurtenances and the interest, estate and term of years thereof by the said Letters Patents granted, of, and from all, and all manner of former Bargains, Sales, Gifts, Grants, Leases, Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed, or done, by him the said *T. W.* or by any person or persons, by his assent, means, consent, or procurement; The Rents, Covenants, Clauses, Articles and Agreements in the said Letters Patents reserved and contained; which on the part and behalf of the said *T. W.* his Executors or Administrators, from henceforth, for, or in respect of the Premisses, assigned, or granted by these presents, are, or ought to be observed, performed, fulfilled, or kept, only excepted and fore-prised. **Of which** said Rents, Covenants, Clauses, Articles and Agreements, and every of them, the said *R. M.* doth covenant &c. at all times hereafter, and from time to time, to acquit, exonerate, and discharge, or otherwise sufficiently save, or keep harmless the said *T. W.* his Executors and Administrators against our said Sovereign Lord, his Heirs and Successors, Administrators and Assigns, and every of them. **In Witness** &c.

Habend.

Covenant to save harmless from Incumbrances.

Except the Covenants to be performed on the Assignees part and Rent to be paid.

Which the Assignee doth Covenant to pay and perform.

An Assignment of a part of a Stock adventured in a Voyage for discovery of Cathaja.

Recital of a debt.

This Indenture, &c. **Between** *M. L.* &c. on the one party, and *N. F.* on the other party **Witnesseth, That whereas** the said *M. L.* is and standeth indebted unto the said *N. F.* in the sum of 205 *l.* of &c.

And

And also whereas the said *M.* is engaged to other persons, for the said *N.* for the payment of 600 *l.* of like Mony, which the said *M.* cannot yet satisfie or pay, as the same is, and shall be due and payable. **And whereas** the said *M.* hath amongst others a stock in Mony of 1200 *l.* and above, to a great value, as the said *M.* affirmeth in the late Voyage, lately discovered by *N. F.* Esquire, unto *Meta incognita* and unto *Cathaia* and other Countries intended to be discovered in the North-west parts; which sum of Mony, the said *M.* cannot yet have out of the said Voyage, and intended Discoveries, by reason that as yet no certain account is known, or can be made thereof: By means whereof, the said *M.* is not able to satisfie his debts aforesaid, as otherwise he would willingly do, and is, and standeth bound to the said *N.* to do. **Therefore** for better certainty and assurance to be made to the said *N. F.* as well for the payment of the said 205 *l.* to the said *N.* his certain Attorney, Executors, or Administrators, to be paid: as also for a due satisfaction and contentation to be made to the said *M.* his Heirs, Executors, and Administrators, of, and for the said sum of 600 *l.* wherewith the said *N.* is engaged for the said *M.* to other persons as foresaid. **The said** *M. L.* **Hath** given, granted, assigned, and set over, and by these presents doth clearly give &c. unto the said *N.* his Executors and Administrators, to, and for the only behoof and commodity of the same *M.* his Executors and Administrators, two parts of all the said Stock of 1200 *l.* which the said *M.* hath in the said Voyage to *Meta incognita*, and other the intended discoveries aforesaid, the same being in 3 parts to be divided, and a ratable part according to the said sum of 805 *l.* of &c. of all, and all manner of Merchandize, Gains, Profits, Priviledges, Liberties, Licenses, and other Emoluments whatsoever to the said *M.* his Executors or Assigns, to be had, or to be gotten, or arise of, on for the said Voyage to *Meta incognita*, and every, or any other Country, or Countries discovered, or to be discovered, towards the North west as aforesaid. **And the said** *M. L.* for him &c. Covenanteth &c. that the said *N.* his Heirs, Executors, Administrators, and Assigns for the only use of the said *N.* his Executors and Assigns for ever shall, and may have, receive, and enjoy, out of the accounts of the said Voyages from the said Countries, all, and whatsoever, which upon the making of the same account shall rateable arise and grow, of, and for the Stock of 805 *l.* of &c. parcel and out of the adventure of the said *M.* in the Voyage aforesaid, without any let default, or impediment of, or by the said *M.* his Heirs, Executors, Administrators and Assigns, or of any other person which is, or shall be intituled by, or from the said *M. L.* **And that** he the said *M. L.* his Executors, and Administrators, at, and upon every reasonable request of the said *N. F.* his Executors, Administrators or Assigns, shall, and will do, execute, and knowledge, all and every thing and things, which the said *N.* his Executors or Administrators can, or may lawfully do, whereby the said *N.* his Executors, Administrators and Assigns, may the more readily have, get, and obtain the said sum of 805 *l.* out of the Stock and Adventure of the said *M.* which he hath in the Voyage aforesaid, without any manner of Fraud or Covin. **In Witness**, &c.

Of an Engagement for Mony of a Stock in a voyage.

The intent and reasons of the Assignment.

The Assignment.

Covenant that the Assignee shall have all mony and profit &c. without Lett &c.

For further assurance.

An

An Assignment of an Obligation before the same be forfeited with good Covenants in such Case.

Assignment of the Obligation. BE it known unto all men by these Presents, That *J. C.* Lord *M.* &c. for divers good and lawful Considerations, me thereunto moving, have given, granted, assigned, and set over; And by these presents, do clearly and absolutely give, grant, assign, and set over unto *J. L.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof, as well one Deed Obligatory, or Writing, bearing date the last of *Jan.* last &c. wherein *N. T.* and *C. N.* are bound, or mentioned to be bound to me the said Lord *M.* in the sum of four hundred pound of &c. with a Condition there under-written, for the payment of two hundred pound of like Mony, to be paid to me the said Lord *M.* mine Executors, or Assigns, on the Feast of the Purification &c. next &c. at the Chappel of the *R.* in *C.* Lane near *L.* As also all the Right, Title, Action, and Demand of me the said Lord *M.* mine Executors and Administrators, in, and to, the said Deed Obligatory, and all sums of Mony therein, or in the Condition thereof contained or specified. *Letters of Attorney.* **And also,** I the said Lord *M.* for me, mine Executors and Administrators, do by these presents make, constitute, and put in my place the said *J. L.* his Executors and Assigns, my true and lawful Attorney and Attorneys irrevocable, for me and in my name, to ask, take, and demand, and receive the said sum of two hundred pound of such person or persons as shall tender payment thereof at the day, time, and place, expressed in the Condition of the said Obligation: And for default of payment of the same sum of two hundred pound or any part thereof; Then to ask, levy, recover, and receive the said sum of four hundred pound of, and upon, all and singular person and persons, and their Lands, Tenements, Goods, and Chattels, whatsoever, chargeable or lyable, or to be chargeable or liable to, for, or with the satisfaction or payment thereof; Giving, and by these presents granting, to my said Attorney and Attorneys, my full Power, Right, Title, and Authority, all and singular the Premisses: And for me, and in my name to commence, and to sue, prosecute, and sue out, all and singular Actions, Suits, Remedies, Plaints, Pleas, Judgments, Executions, and Demands whatsoever, which I the said Lord *M.* my Executors or Administrators, have, or may have, upon, or by means of the said Obligation. **And also,** To acquit, compound for, and discharge the said Obligation. Attorney or Attorneys, or more under him, or them, to substitute, and make,

make; And all other lawful Acts and Things to do and prosecute, in, for, and about, all and singular the Premisses, in as ample manner and form, as I the said Lord *M.* my Executors, or Administrators might, or could do in proper person; ratifying and confirming by these presents, all the acts and doings of my said Attorney and Attorneys, in and about, all and singular the Premisses. **And**, I the said Lord *M.* do covenant *&c.* in form *&c.* That the said Writing, before in these presents recited, is the sufficient Deed in the Law of the said *N.* and *T.* And that the same Deed Obligatory, is not, nor hereafter shall not be discharged, exonerated, released, satisfied, or maid void, except it shall be by, and with the express consent and agreement of the said *J. L.* his Executors or Assigns, first thereunto had and obtained in Writing, under his or their Hands and Seals: **And that** without like consent or agreement of the said *J.* his Executors, or Assigns, the said sums of Mony, or either of them, or any part or parcel of them, or of either of them, shall not be paid, received, released, satisfied, acquitted, or discharged. And that any of the same sums of Mony, or any parcel of any of them, heretofore hath not been received, or discharged. **And that** any Action, Suit, Judgment or Execution, or any Petition, or Demand grown or arisen, or to grow or arise, of, by, or upon, or by reason or means, of the said Obligation is not, nor shall not at any time hereafter be released, acquitted, discharged, or made void, without such consent or agreement as aforesaid, of the said *J. L.* his Executors or Assigns. **And**, That I the said Lord *M.* my Executors and Administrators, from time to time, and at all times hereafter upon every reasonable request, and at the cost and charges in the Law of the said *J. L.* his Executors, or Assigns, shall and will avow, justifie, and maintain all such Actions, Suits, Petitions, and other attempts; As the said *J. I.* his Executors or Assigns, shall commence, prosecute, or take, in the name, or names of me the said Lord *M.* my Executors, or Administrators, for, and upon the said Deed Obligatory, for the recovery and obtaining of the said sum of 400 *l.* contained or specified in the said Deed Obligatory. **And**, That the said *J. L.* his Executors and Assigns, after the receipt or obtaining of the said sum of 200 *l.* or 400 *l.* or of any part or parcel of either of the same sums, shall and may to his and their own proper use and behoof for ever, have, hold, keep, retain, and enjoy the said sum and sums of mony, and every part thereof, without any account, or other thing thereof, or therefore to be yielded or answered to me the said Lord *M.* my Executors or Administrators, or any of us, in any wise. **In Witness** *&c.*

Covenants, That the Obligation is the Deed of the Obligor.

And is not satisfied or discharged, nor shall not without consent &c.

Nor any Action be released.

To avow Actions.

And that Assignee to have the Money to his own use.

An Aſſignment or Bargain of two Annuities granted to a man by Fine.

Recital of the Fine.

THis Indenture made &c. **Between** *W. G.* on the one party, and *R. P.* &c. on the other party; **Witneſſeth, That Whereas** *W. H.* &c. and *M.* his Wife, by one Fine, ſur Grant, and Render levied before the Kings Majeſtie's Juſtices of his Common Bench at *Weſtminſter*, in the Term of Saint *Mich.* in the 13*th* year of his Highneſs Reign; Between the ſaid *W.* and *M.* Plaintiffs, and *J. F.* Eſquire, and *B.* his Wife; the ſaid *W. G.* and *E.* his Wife, Deforceants: The ſaid *W. H.* and *M.* his Wife, did grant to the ſaid *W. G.* a certain yearly Rent of 6 *l.* going out of one Meſſuage and one Shop, with the Appurtenances in *W.* in the Pariſh of &c. in the Tenure and Occupation of *R. P.* and the ſame in the ſaid Court, did render to the ſaid *W. G.* to have and perceive the ſaid annual Rent of 6 *l.* to the ſaid *W. G.* and his Heirs, at the Feaſts of &c. by equal portions yearly to be paid. And if it happen the ſaid yearly Rent of 9 *l.* or any part thereof, to be behind in part, or in all, after any Feaſt of the Feaſts aforeſaid, in the which it ought to be paid, by the ſpace of 40 days, if it be asked; That then the ſaid *W. H.* and *M.* and the Heirs of the ſame *W.* ſhall forfeit to the ſaid *W. G.* and his Heirs, 10 *s.* in the name of a Pain, ſo often as the ſaid yearly Rent of 6 *l.* or any parcel thereof ſhall be ſo behind. And that then and ſo often it ſhall be lawful to the ſaid *W. G.* and his Heirs, into the ſaid Meſſuage and Shop, with the Appurtenances, to enter and diſtrain, and the diſtreſs ſo there taken lawfully to carry, and drive away, and with him to keep, untill he ſhall be fully ſatisfied and paid, as well of the ſaid yearly Rent of &c. which the arrearages thereof (if any ſhall be) As alſo of the ſaid 10 *s.* forfeited in the name of a Pain. **And alſo**, the ſaid *W. H.* and *M.* did likewiſe grant by the ſame Fine to the ſaid *W. M.* one other yearly Rent of 9 *l.* 13 *s.* 4 *d.* going out of one Meſſuage and one Shop, with the Appurtenances in *W.* in the ſaid Pariſh of &c. in the Tenure or Occupation of *T. B.* And the ſame did render &c. to have &c. **And**, If it happen &c. a *Nomine pœnæ* of 10 *s.* &c. And a Diſtreſs &c. and alſo the ſaid *W. H.* and *M.* did grant to the above named *J. F.* and *B.* a certain yearly Rent of 8 *l.* going out of two Meſſuages, and three Shops, with the Appurtenances in *W.* and *W.* in the Pariſh of &c. in the ſeveral Tenures of &c. and the ſame to them did render in the ſaid Court, *To have &c.* with forfeiture, *Nomine pœnæ*, and a Diſtreſs *ut ſupra* &c. as by the ſaid Fine, amongſt other things therein contained, more plainly will appear. **Now, The** ſaid *W. G.* for, and in, conſideration of the ſum of &c. whereof &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *R. P.* and his Heirs for ever, all the ſaid ſeveral yearly Rents iſſuing out of the ſaid ſeveral Meſſuages and Shops aboveſaid; and all and every

And the Rent granted thereby with Nomine pœnæ and Diſtreſs.

Another Rent granted thereby, with like remedy for gaining thereof.

Conſideration. Aſſignment of the Rents and remedies for non-payment.

every the pain and pains to be forfeited for non-payment of the said several yearly Rents, or any of them, and all the Estate, Right, Title, and Interest of the said *W. G.* and his Heirs, of and in and to the said yearly Rents and pains aforesaid, and every of them, **To have, hold,** perceive *Habend.* receive, and enjoy all and every the said yearly Rents at the said several Feasts aboveſaid, as the same rents shall grow due and payable: and also the said pain and pains to be forfeited for non-payment of the said yearly rents, or any of them, as aboveſaid, unto the said *R.* his Heirs and Assigns for ever, To, and for, the only use of the said *R.* and of his Heirs and Assigns for ever. **And,** The said *W. G.* doth Covenant &c. in form &c. *Covenant to* That he the said *W. G.* and his Heirs, shall, and will acquit, and discharge, *save from in-* or otherwise from time to time, save and keep harmless, as well the said *R.* *cumbrances.* his Heirs and Assigns, as the said several yearly rents, and every of them, of, and from all, and singular former bargains &c. had, made, done, or procured by the said *W.* or by his consent, knowledge, or procurement. **And further,** That he the said *W.* and the said *E.* his Wife, and the Heirs *For further* of the same *W.* and all, and every other person and persons, having, or *Assurance.* which shall have, or lawfully claim to have, any former Estate, Right Title, or Interest in, or to, the said several yearly rents, or any of them or any part of the said several yearly rents by, from, or under the estate of the said *W.* from time to time upon reasonable request, whithin five years next coming, at the costs and charges of the said *R.* his Heirs or Assigns, shall, and will do, make knowledge, and suffer, and cause &c. all and every such further lawful and reasonable Act or Acts, thing and things, for the further or better Surety, assurance, and sure making of the said several yearly rents, and every of them, and the pain, and pains to be forfeited, as aforesaid, to be had, and made sure to the said *R.* his Heirs and Assigns, to his and their own use, and uses for ever; as by the said *R.* his &c. shall be lawfully and reasonably devised, advised and required. **And further,** That he the said *R.* his Heirs and Assigns, from henceforth, *And quiet in-* for ever, shall, or lawfully may have, take, receive, and enjoy the said *joying.* several yearly rents, and every of them, and all and every pain and pains which shall happen to be forfeited as aforesaid, without any lett, trouble or interruption of the said *W.* or his Heirs, and without any lawful Lett, Trouble, Interruption or Molestation of any other person or persons, having, or which shall have, any estate or interest, in, or to, the said several yearly rents, or any of them, by, or from the said *W. G.* or by or under his Estate or Interest. **In Witness** &c.

An Assigment of a Lease by him that hath the same in Mortgage before it be forfeited; also Mony payable for the Redemption Assigned, and an Agreement, that the Lease shall remain with a third Person, till the Redemption or Forfeiture.

Recital of Letters Patents. THis Indenture made &c. Between *A. M.* on the one party, and *H. G.* on the other party; Witnesseth, That whereas our said Sovereign &c. by his Highness Letters Patents under the Seal of his Majestie's Court of Exchequer, bearing date &c. hath demised &c. to *C. C.* of *E.* in the County of *S.* Esquire, all that his Herbage, Pasture, Feeding, and Pasturage, of, and in the Park called *E.* Park, in the County of *S. To have and to hold* &c. paying therefore yearly &c. As by the said Letters Patents may at large appear, And whereas also our said *Of other Letters Patents.* Sovereign &c. by other his Letters Patents, dated &c. did demise &c. to the said *C.* &c. to have &c. yielding and paying &c. And whereas also *Of an Assignment thereof in Mortgage.* the said *C. C.* by his Indenture dated &c. hath bargained, sold, assigned, and set over to the said *A. M.* his Executors and Assigns, to, and for his and their own use, as well the said Herbage &c. As also all the Estate &c. which the said *C. C.* had, could, might, or ought to have had, or lawfully might, or could claim to have had, of, in, or to the said Herbage &c. by force, or virtue of the said several Letters Patents, or either of them, together with the said several Letters Patents. By which Indenture it *Of a Proviso or Condition of Redemption.* is provided, That if the said *C.* his Executors, Administrators, or, Assigns, do well and truly pay, or cause &c. to the said *A.* his certain Attorny, Executor or Administrator, at the Shop which the said *A.* did then occupy in Cuate &c. the sum of 220 *l.* of &c. on the 15th. day of *M.* which shall be &c. according to the computation &c. That then, and from thence forth the said Indenture, and the Bargain and Sale therein contained, shall be utterly void and of none effect, any thing to the contrary &c. *Consideration.* As by the said Indenture, at large will appear. Now the said *A. M.* for, and in consideration of the sum of &c. whereof &c. hath bargained, *Assignment.* sold, aliened assigned and set over: And by these presents doth bargain, sell &c. to the said *H. G.* his Executors and Assigns, to, and for his and their own use, as well all the Estate, Right, Title, Interest, Possession, Reversion, Condition, Term of years, Claim, and Demand, which the said *A. M.* hath, can, or may, or ought to have, or [lawfully] can or may, or ought to have to, of, or in the said Herbage &c. by force and virtue of the the said several Letters Patents, and Indentures above recited, or any of them: As also *Agreement of the Parties.* the same Letters Patents, and Indentures aforesaid. And it is condescended, concluded, and agreed by, and between the said parties to these present Indentures, for themselves, their Executors, Administrators, and Assigns, and every of them by these persents, in manner and form following; That is to say, That the said Letters Patents

and

and Indentures above mentioned, shall continue, and remain in the hands, custody and possession of *A. P.* &c. until the said 15th day of *M.* which shall be &c. **And** also, that the said *A. M.* his Executors, and Administrators shall agree and suffer, that the said *H.* his Executors, Administrators, Assigns, shall or may have, take and receive of the said *C. C.* his Executors, Administrators, or Assigns; the said Sum of 220 l. and every part thereof, if it shall be offered to be paid in form aforesaid, and shall and may retain and enjoy the same to the only use and behoof of the said *H. G.* his Executors, and Assigns, without any account thereof, or of any part thereof to the said *A.* his Executors, or Administrators, to be made, or yielded. **And**, that then and at any time after, the said *A.* his Executors, Administrators, or Assigns, shall, or may deliver, or cause &c. to the said *C.* his Executors, Administrators, or Assigns, the said several Letters Patents, and either of them whole and uncancelled, and also the said Indenture made to the said *A. M.* to be cancelled. **But if** the said *C. C.* his Executors, Administrators, and Assigns, shall make default and do not pay or cause &c. the said Sum of &c. to the said *A.* his certain Attorney, Executors or Administrators, at the place, and between the hours aforesaid, according to the purport and true meaning of the *Proviso* above in these presents recited: that then or at any time after the said *A.* his Executors, Administrators, or Assigns, shall and may deliver, or cause &c. to the said *H.* his Executors, Administrators, or Assigns, the said several Letters Patents, and Indenture above recited, whole and uncancelled, to be had, used, and enjoyed to the said *H.* his Executors, Administrators, and Assigns, as his and their own proper Goods and Chattels for ever. **And**, The said *A. M.* covenanteth &c. that the said Herbage &c. are and be, and during the residue of the said several terms of years, in the said Letters Patents now to come, shall, or lawfully may be, continue, and remain to the said *H.* his Executors, Administrators, and Assigns, clear and free discharged and acquitted, or otherwise at all times, upon reasonable request, shall be sufficiently saved harmless by the said *A.* his Executors, and Administrators, of, and from all and singular former Bargains, Sales, Grants, Leases, Surrenders, Estates, Titles, and Charges whatsoever, heretofore had, made, or done by the said *A. M.* or by any other by his means, Title or procurement. The yearly Rents, Covenants, Conditions, and Agreements, mentioned and expressed, in the said several Letters Patents, on the part of the Lessee therein named and of his Assigns, from the said 15th of *M.* &c. to grow due to be paid and performed, by force and vertue of the said several Letters Pattents; the Covenants, Articles, Conditions, and Agreements contained in the said former Indenture, only excepted and foreprised. **In Witness**, &c.

The Letters Patents shall remain in a third hand until, &c.

And that the Assignee may receive the Mortgage Money of the Mortgagor.

The third person may, and shall deliver up the Mortgage.

But if default be in payment then the third person to deliver to the Assignee.

Covenant against Incumbrances.

Except the Rents and Covenants in the Letters Patents, &c.

An Assignment of a Lease, where the same is bound for the money to be for the same; And where there is exception made of some part of the Premisses Leased.

Recital of the Lease.

THis Indenture, &c. Between *R. M.* on the one party; and *E. W.* &c. on the other party, Witnesseth, That, whereas the Wardens and Communalty of *G.* by their Indenture of Lease under their common Seal, dated, &c. demised to the said *R. M.* all that their Messuage or Tenement in *W.* &c. and all that Garden and Shed, &c. in *J.* Gardens, in the Parish of St. *G.* without *C.* Gate, To hold, &c. yielding for the same Messuage, &c. 5 l. and for the said Garden 8 s. at four terms, *&c.* As, by the said Indenture of Lease *&c.* Now the said *R. M.* for the considerations, and upon the Conditions hereafter in these presents, expressed, doth bargain *&c.* to the said *E.* his Executors, Administrators, and Assigns, to, and for, the only and proper use and behoof of the said *E.* and of his Executors, Administrators, and Assigns, as well all the said Estate, Right, Title, Interest, and Term of years, which he hath yet to come, of, in, and to the said Messuages, or Tenement, Shop, and other the Premisses, with the Appurtenances in *W.* aforesaid, as also the Indenture of Lease thereof made as aforesaid, always saved and Excepted to the said *R. M.* his Executors, Administrators, and Assigns, all the said Garden *&c.* and all the Estate, Term, and Interest aforesaid, herein yet to come, so fully, wholly, and intirely, as if these presents had never been, had, or made. And The said *R. M.* for him *&c.* covenanteth *&c.* For discharge of Incumbrances done by him *&c.* For, and in consideration of which said Bargain, Sale, Assignment, and Covenant, by these presents, made, by, and from, the said *R.* to the said *E.* as aforesaid, the said *E.* hath not only paid to the said *R.* at the ensealing and delivery of these presents, the Sum of 50 l. of &c. of which 50 l. the said *R.* acknowledgeth the receipt by these presents, But also, the said *E.* for him, his Heirs *&c.* covenanteth with the said *R. &c.* That he the said *E.* his Executors, or Assigns, shall, and will, well and truly pay, or cause *&c.* to the said *R. &c.* the Sum of 450 l. of *&c.* at the now Mansion house of the said *R. &c.* in manner following; *viz.* on the 25th of *M.* 50 l. thereof, and on the 29th of *S.* 1663 other 50 l. thereof; And so from thence forward, from half year to half year, on every 25th of *M.* 50 l. and on every 29th of *S.* other 50 l. as the same days from thenceforth shall next come, and ensue one another, until the said Sum of 450 l. by such payments as aforesaid, shall be unto the said *R. M.* his Executors, or Administrators, fully paid. And The said *R. M.* doth covenant &c. to deliver, or cause *&c.* a lawful and sufficient Acquittance, upon the receipt of each and every Sum aforementioned, testifying the receipt and payment of the same Sum so paid.

Consideration and Assignment.

Excepted.

Covenant against Incumbrances.

For payment of the Mortgage Money.

The Mortgagee upon receipt to give Acquittances.

paid. **Provided allways**, and it is especially covenanted, concluded, and agreed, by, and between the said parties to these presents, for them &c. That it shall, and may be lawful to, and for, the said *R.M.* his Executors, Administrators, and every of them, to retain and keep, in his, and their own hands, and custody, the said Indenture of Lease, until the said *E.* his Executors *&c.* shall have made full payment and satisfaction to the said *R. &c.* of the said Sum of *&c.* and every part thereof. **Provided also**, and it is conditioned and agreed, by, and between, the said parties to these presents. **And**, The said *E.* covenanteth *&c.* That if the said *E.* his *&c.* do not at the said Mansion-house of *&c.* at, or before the 25th of *M.* which *&c.* 1663. fully and wholly satisfie, content, and pay; or cause *&c.* to the said *R.* his *&c.* the said Sum of 450 l. and every part thereof; that then and from thenceforth these presents, and the Bargain, Sale, Assignment, and Conveyance thereby made, and all and every the Covenants, Grants, and Agreements in these presents contained, on the part and behalf of the said *R.* his Executors, or Administrators, to be performed, shall be void *&c.* And that then a Re-entry *&c.* **And** The said *E.* covenanteth *&c.* that he the said *E.* his Executors, Administrators, or Assigns, at his or their own proper costs and charges at all times from henceforth, and from time to time, untill the said 25th of *M. &c.* shall and will well and truly, and in due and convenient time and times, according to the tenor and limitation of the said Indenture of Lease, pay the said yearly Rent of 6 l. which for the said Messuage *&c.* in *W.* aforesaid, shall become due to be paid, by vertue of the said Indenture of Lease, and also well and truly, and duly accomplish, observe, do, and perform, all other the Covenants, Grants, and Agreements in the said Indenture of Lease contained and specified, which for, by reason or in respect of the said Messuage *&c.* in *W.* aforesaid, or any part thereof, on the part and behalf of the said *R.* his Executors, Administrators, or Assigns, or any of them, are, or ought, or shall be due to be done or performed, for, and in such sort that no forfeiture in the mean time shall grow, or be occasioned, or made of the said Lease and term of years, or any part thereof for, or in, default of payment of the said yearly Rent of 6 l. or any part thereof, or for, or by reason of the non-performance of the said Covenants *&c.* or any of them, or by reason or means of any Act or Thing whatsoever hereafter to be made, done, or caused, or omitted, or left undone, by the said *E.* his Executors, Administrators, or Assigns, or any of them, or any other person, or persons, by his, or their means, consent, or procurement. **And also**, that if the said *E.* his Executors, Administrators, or Assigns, do make payment to the said *R.* his Executors, or Administrators, of the said Sum of 450 l. and every part thereof, at, or before, the said 25th of *M.* That then and from thenceforth the said *E.* his Executors, Administrators, and Assigns, shall and will from time to time, and at all times hereafter, during the residue of the said term of 28. then to be, to come and unexpired, sufficiently save and keep harmless the said *R.M.* his Executors and Administrators, and every of them, against the said Wardens and Commonalty, and their Successors, of, for, and concerning

To detain the Original Lease until the whole Money be paid.

In case of default these presents to be void, and a Re-entry.

Covenant to pay the Rent Originally reserved, and perform the Covenants in the Original Lease until the day of payment of the Mortgage Money.

That if the Money be paid, &c. then the Assignee to save the Assignor harmless against the Original Leasors.

cerning all and singular the said Rents, Covenants, Grants, Articles, and Agreements, in the said Indenture of Lease reserved and specified thereafter, for, or in respect of the said Messuage or Tenement &c. in *W.* aforesaid, on the part of the said *R.* his Executors or Administrators, or Assigns, or any of them, to grow due to be paid, done, or performed; by vertue or means of the said Indenture of Lease. **And**, the said *R. M.* covenanteth &c. that if, at, or before the said 25th of *M.* &c. the said *E.* his &c. shall have made full and true payment or lawful tender to the said *R.* his Executors, or Administrators, of the said Sum of &c. That then after such full payment had and made of the said Sum of &c. upon any reasonable request of the said *E.* his &c. he the said *R.* his Executors, or Administrators, shall and will deliver, or cause &c. to the said *E.* &c. at the said house &c. the said Original Indenture of Lease, under the common Seal aforesaid, safe, whole, uncancelled, and undefaced. **And**, The said *E. W.* covenanteth &c. That if, by and according to the Tenor of these presents, the said Indenture of Lease shall be by the said *R.* &c. delivered to the said *E.* his &c. as aforesaid, that then he the said *E.* his Executors, Administrators, or Assigns, from time to time, and at all times, after the receipt by him, or them, of the said Indenture of Lease, shall and will within convenient time after request, in any Court within the City of *L.* or County of *M.* shew the said Indenture of Lease, under the common Seal aforesaid, in full strength, force, and effect, and suffer the same to be openly read, and seen in the custody of the said *E.* his &c. for the maintainance and defence of the Title and Interest of the said *R.* &c. in, and to the Garden and Shed, so often as it shall happen to be needful, during the said term of &c. by reason of any controversie which shall arise in Law, for or concerning the Title thereof. **In Witness**, &c.

upon payment to deliver up the Original Lease.

To shew the same forth in Court for defence of the Assignors title.

An Assignment (by an Executor of an Executor) of Land holden by Extent upon a Statute.

This Indenture, &c. **between** *T. B.* &c. Executor of the last Will and Testament of *F. T.* widow deceased, Executrix of the Testament and last Will of *J. T.* her Husband, late Citizen and *M.* of *L.* also deceased, on the one party, and *E. B.* &c. on the other party, **Witnesseth**, **That whereas** *R. G.* and *O. G.* of *L.* the first day of *A.* before *R. C.* Kt. deceased, then his Majesties Chief Justice, Assigned for Pleas before his Highness, to be holden, did acknowledge themselves to owe to the abovenamed *J. T.* 600 l. which they ought to have paid to the said *J.* the first day of *M.* then next following, and of the payment thereof, then and yet hitherto to have made full and clear default. By reason whereof the said *T. B.* hath procured his Majesties Writ of Extent, out of his High Court of Chancery, directed to the Sheriffs of *L.* and by vertue thereof the said Sheriffs have found by an Inquisition in due form of Law taken before them, and in like due manner and form returned,

Recital of the Statute.

And the Extent thereupon.

That

That the said *R.* and *O.* at the time of the acknowledging of the Recognizance aforesaid, were seised in their Demesne as of Fee, of and in one Messuage or Tenement, with the Appurtenances, commonly called the *C.* and *F.* Situate in the Parish of St. *B.* in the Ward of *C. L.* late in the Tenure or Occupation of *G. P.* Grocer; which said Messuage or Tenement, with the Appurtenances, by vertue of the Writ aforesaid, was extended to the clear yearly value of 13 l. 6 s. 8 d. of lawful, &c. beyond all Reprises. And was seised into the hands of our said Soveraign Lord the King, to be delivered into the hands of the said *T. B.* until he should be fully satisfied of the said 600 l. according to the form and effect of an Act in that case made and provided. **And whereas** sithence, that is to say, on the 26th day of *N.* now last past, the said Messuage, with the Appurtenances, was delivered to the said *T. B.* in Execution for the said 600 l. according to the form and effect of the said Statute by the Kings Writ of **Liberate**, bearing Test at *Westminster* the 26th day of *N.* now also last past, to hold to him and his Assigns, as his Free-hold, until the same Debt of 600 l. with the costs and damages in that behalf sustained thereupon should be fully satisfied; as by the Writ of the said Extent, and the Writs of *Liberate* aforesaid; and by the vertue of the same Writs remaining of record in the High Court of *Chancery* more at large will appear. **Now the said** *T. B.* for, and in consideration of the Sum of 185 l. whereof, &c. hath alienied, bargained and sold; and by these presents doth alien, bargain and sell unto the said *E. B.* his Executors and Assigns, all the Execution, Interest, Right, Estate, and Title whatsoever, which the said *T. B.* hath, or ought to have, of, in, and to the said Messuage with the Appurtenances, and every part thereof, **To have and to hold** the said Messuage with the Appurtenances; and all the said Execution, Right, Title, and Interest, of the said *T. B.* of, in, and to the same, to the said *E. B.* his Executors and Assigns, for, and during all such Estate, Right and Title, as the same *T.* hath, may, or ought to have in the above bargained Premisses now to come, by force or vertue of the said Writs of Extent and *Liberate*, and the Execution and Returns of the same. **And**, The said *T. B.* covenanteth, &c. That the said Messuage or Tenement, with the Appurtenances, at the ensealing and delivery of these presents, is, and standeth, and so shall continue and abide to the said *E.* his Executors and Assigns, clear and free discharged and acquitted; or otherwise, upon reasonable request, sufficiently saved harmless by the said *T.* his Executors and Administrators, of, and from all and singular former Bargains, Sales, Grants, Leases, Releases, Charges, and other Incumbrances whatsoever made, done, or committed by the said *T. B.* or hereafter to be made, done, or procured by the same *T.* his Executors, Administrators, or Assigns, contrary to the intent and true meaning of these presents. **In Witness**, *&c.*

And Liberate.

Consideration.

Assignment.

Habend.

Covenant against Incumbrances.

An Assignment of divers debts expressed in a Schedule in consideration of a sum of Money to be paid by the Assignee to the Assignor, where for better security of payment of the consideration-money the Assignee is bound to make the Assignor his Executor.

THis Indenture, &c. Between *G.S.* &c. on the one party, and *J.H.* the younger, late Servant to the said *G.* on the other party; Witnesseth, That the said *G.S.* upon the good confidence and trust, that he the said *G.* hath, and reposeth in the said *J.H.* And for the better preferment and credit, and especially that the said *J.H.* his Executors, Administrators, or Assigns, shall well and truly pay, or cause to be paid to the said *G.* his Executors and Administrators, or to one of them at the now Mansion, &c. the Sum of 3500 l. &c. in manner, &c. Hath assigned, consigned, transferred, and set over; and by these presents doth, &c. unto the said *J.H.* his Executors, Administrators, and Assigns to, and for his, and their own use, all and singular the Debts, Duties, and Demands mentioned and expressed in the Schedule indented, hereunto annexed; giving and granting to the said *J.H.* his Executors, Administrators, and Assigns, such power, authority, interest, and commission, to demand, ask, sue for, and recover the same and every part thereof, to the use of him the said *J.H.* his Executors, Administrators, and Assigns, as the said *G.S.* and his Executors, have, shall, may, or might have had, if these Consignations had not been made. And the said *G.S.* for him, &c. covenanteth, &c. in form &c. That he the said *G.S.* his Executors, and Administrators, shall and will from time to time and at all times hereafter, upon reasonable request and at the costs and charges of the said *J.H.* his Executors and Administrators, or any of them, advow, justifie, and maintain, all and singular lawful Actions, Suits, Pleas, Processes, Judgments, and Executions to be had, brought, pursued, or taken, in the name or names of the said *G.* his Executors, or Administrators, against the persons named and specified in the said Schedule, or any of them, of, and for their several Debt, or Debts mentioned, to be owing in the same Schedule; And that the said *G.* hath not at any time heretofore released, discharged, or acquitted the said persons, or any of them, of or for, the said Debts, or any part thereof, neither he the said *G.* his Executors, or Administrators at any time hereafter shall or will release, acquit, or discharge the same persons, or any of them, of, or for, the same Debts or any of them, without it be by the special assent, consent, or agreement of the said *J.* his Executors, or Administrators: And that he the said *G.* hath not, neither he the same *G.* his Executors, or Administrators, at any time hereafter, will wittingly or willingly, do any act or acts, thing or things whatsoever, which shall or may be prejudicial or hurtful to the obtaining or recovering of the Debts or Sums of money, mentioned and expressed in the said Schedule, or any part or parcel thereof. And that he the said *J.H.* and his Executors, shall or may

Consideration.

Assignment.

Covenant to justifie actions brought for debts in the Assignors Name.

That the Assignor neither hath, or shall release the debts without assent.

That the Assignee shall have the Debts to his own use.

may have, retain, and enjoy the said Debts mentioned in the said Schedule to his own proper use and behoof, without any reckoning or account to be had, demanded or required by the said *G.S.* his Executors or Assigns. Provided nevertheless, That if the said *G.* his Executors, Administrators, Servants, or Assigns, or any of them, have at any time heretofore received, or at any time hereafter shall receive or discharge any part of the Debts and Sums of Money, mentioned in the said Schedule indented; And do content and pay the same Debts and Sums of Money so received, or discharged, or to be received or discharged as aforesaid, to the said *J.* his certain Attorney, Executors, or Administrators, at the said Mansion-house, &c. within thirty days next after the same *J.* his Executors, Administrators, or Assigns shall demand the same of the said *G.* his Executors or Administrators; That then he the said *G.* his Executors, or Administrators, shall not be in danger charged, or impeached, of or for, the Covenant above mentioned. And, The said *G. J.* for him, &c. for the consideration aforesaid, and for that the said *G.* hath before the ensealing hereof, sold and delivered to the said *J.* for his own use, certain Wares and Merchandizes, to make up the said Debts mentioned in the said Schedule, the Sum of 3500 l. covenanteth and granteth, &c. in form, &c. That he the said *J.* his Executors, Administrators, or Assigns, shall and will well and truly pay, or cause, &c. to the said *G.* his certain Attorney, Executors or Administrators, at the days and place above limited the said 3500 l. and every part thereof, in manner and form before limited and expressed. And that he the said *J.* within 12 days after the ensealing and delivery of these presents shall make his last Will and Testament in writing: And by the same for the better means of obtaining and recovering of the said Sum, &c. and every part thereof, to the said *G.* &c. according to the true meaning of these presents, if the said *J. H.* should happen to dye, before the same and every part thereof be paid, and for no other cause, purpose, or intent, shall make, constitute, and ordain the said *G.* his sole Executor, And that until the said Sum of, &c. and every part thereof, shall be fully satisfied and paid to the said *G.* his certain Attorney, Executor, or Administrator, according to the tenor, and true meaning of these presents, he the said *J.* shall not alter revoke, or make void the said Will and Testament, or make any other, without the Consent, Will, and Agreement of the said *G.* his Executors or Administrators, first thereunto had, and obtained in writing, under his or their Hands and Seals. And moreover, That he the said *J.* his Executors and Administrators, or one of them, shall and will, at all times hereafter, and from time to time, well and sufficiently discharge, or save and keep harmless the said *G.* his Executors, and Administrators, and his Goods, Chattels, Lands, Tenements, and Hereditaments, and every of them, of, and from, all and singular Fines, Amerciaments, Charges, and Demands whatsoever, which shall happen or grow by reason or means of any of the Actions, Suits, Pleas, Processes, Judgments, and Executions aforesaid, to be had, brought, or pursued, in the name or names of the said *G.* his Executors or Administrators,

Proviso that if the Assignor do receive any of the debts yet if after demand he pay the same to the Assignee, it shall be no breach of Covenant.

Covenants for payment of Money.

Assignee to make the Assignor his Executor.

And not to revoke such Will until the Money is paid, without consent.

To save the Assignor from damages for Action in his name.

ſtrators, againſt the perſons named in the ſaid Schedule, or any of them, of and for Debts or Sums of Money, in the ſame Schedule mentioned, or part thereof. **In Witneſs**, &c.

The Aſſignment of a Recognizance inſerted in an Indenture of Bargain and Sale.

Recital of the Recognizance.

And whereas, &c. *J.C.* by Recognizance bearing Date, &c. hath acknowledged himſelf before our ſaid Soveraign Lord the Kings Majeſty, in his Highneſs Court of *Chancery*, to owe to the ſaid *R.W.* the Sum of 100 l. of, &c. with condition thereunto made and under written, for the performance of the Covenants, Grants, Articles and Agreements contained in one Indenture, &c. as by the ſame Recognizance more at large appeareth. *Aſſignment.* **The ſaid** *R.W.* for the conſideration aforeſaid, **Doth** by theſe preſents give, grant, aſſign, and ſet over unto the ſaid *J.H.* his Executors and Aſſigns, the ſaid Recognizance and Penalty of 100 l. therein mentioned, and every parcel thereof, and all the Right, Title, and Intereſt of the ſaid *R.W.* in or to the ſame. *Letters of Attorney.* **And alſo** the ſaid *R.W.* doth by theſe preſents conſtitute and make the ſaid *J.H.* his Heirs, Executors, and Adminiſtrators, his true and lawful Attorney and Attorneys irrevocable, for him, and in his Name; and in the Name or Names of his Executors and Adminiſtrators, or any of them; or without any account therefore to be yielded, to ask, levy, recover, and receive the ſaid Sum of 100 l. contained in the ſaid Recognizance, and every part thereof, of the Heirs, Executors, Adminiſtrators, Lands, Tenements, Goods and Chattels of the ſaid *J.C.* or any of them, or any part thereof, whenſoever the ſame ſhall be forfeited or payable. And to compound and agree for the ſame, or any part thereof; And to releaſe and diſcharge the ſaid Recognizance, at their liberty and pleaſures. *Covenant to ſhew in the name of the Cognizee, &c.* **And further**, the ſaid *R.W.* covenanteth, &c. in form, &c. That he the ſaid *R.* his Executors and Adminiſtrators, ſhall and will at all times hereafter, quietly permit and ſuffer the ſaid *J.H.* his Heirs, Executors Adminiſtrators, and Aſſigns, or any of them, at his or their own proper coſts and charges, to have, purſue, proſecute, and bring in the name or names of the ſaid *R.W.* his Executors or Adminiſtrators, or any of them, any lawful Action, or Actions, Suit, Plea, Proceſs, Extent, Judgment, Liberate, and Execution, and every of them, upon, or by vertue of the ſaid Recognizance, whenſoever the ſame ſhall be forfeited, of, or againſt the Heirs, Executors, Adminiſtrators, Lands, Tenements, Goods, and Chattels of the ſaid *J.C.* or any part thereof, for the recovering, getting, or obtaining of the ſaid Penalty of 100 l. and of Coſts, Charges, Damages, and Amends, upon the breach of any of the Covenants, Grants, or Agreements, ſpecified in the ſame Indenture in ſuch like; and in as large and ample manner and form, as the ſaid *R.* his Heirs, Executors, or Adminiſtrators, or any of them, could, ought, or might have done, if theſe preſents had not been had or made, without *without releaſing or diſcontinuing, &c.*

acquitting

acquitting, releasing, hindring, staying, discontinuing, barring, letting, or discharging of the same Actions, Suits, Pleas, Processes, Extents, Liberates, or Executions, or any of them, without the consent and agreement of the said *J. H.* his Heirs Executors, or Assigns, in that behalf first had and obtained in Writing under his, or their Hands and Seals. **And** also, That he the said *R.* at any time heretofore hath not acquitted, released, or discharged; nor that he the said *R.* his Heirs, Executors, or Administrators, at any time hereafter shall acquit, release, or discharge the said Recognizance and Sum of 100 l. therein contained, or any part thereof; nor any Covenants, Grants, or Clause, contained or mentioned in the said former Indenture. *That the Assignor hath not, nor will not Release, &c.*

And also, That the said *R. W.* his Heirs, Executors, and Administrators, shall quietly permit and suffer the said *J. H.* his Heirs, Executors, and Administrators, to have, receive, take, and enjoy to his and their own uses for ever, the whole benefit and execution of the said Recognizance, and all such Sum and Sums of Money, Costs, Charges, Damages, and Amends, Lands, Tenements, Goods and Chattels, as shall be recovered, adjudged, or gotten in any such Action, Suit, Process, Extent, Liberate, Execution, or any of them, without any let, trouble, interruption, claim, or demand of the said *R.* his Heirs, Executors, or Administrators, or any of them, without any account, reckoning, or other thing, of, or for the Premisses, or any part thereof, to him, or them, or any of them, in any wise to be made, yielded, or given. *That the Assignee shall have the whole benefit to his own use.*

And further, That he the said *R. W.* his Heirs, Executors, and Administrators, shall at all times hereafter upon reasonable request to him or them made by the said *J. H.* his Heirs, Executors, Administrators, or Assigns, or any of them, and at their, or one of their costs and charges, make not only such further reasonable Letter or Letters of Attorney to the said *J.* his Executors, Administrators, and Assigns, or any of them, agreeable to the tenor of these presents, for the recovery of the said Sum of 100 l. contained in the said Recognizance, whensoever need or occasion shall be, but also such further assurance unto the said *J. H.* his Executors, Administrators, and Assigns, or any of them, to the only use of the said *J.* &c. of such Lands and Tenements, Goods and Chattels, as shall at any time hereafter happen to be recovered, extended or gotten, by reason of any extent or execution to be had upon, or by vertue of the said Recognizance: as by the said *J.* his, &c. at his and their costs and charges, shall be reasonably devised, or advised. **In witness,** &c. *For further Letters of Attorney.* *And further assurance of what shall be recovered.*

An Assignment of a Lease and Gift of all the Goods a man shall have at the time of his decease, if his Daughter the Assignee's Wife, or any Issue of her body be then living.

This Indenture, &c. *An.* 12 *Car.* 2. **Between** *W. J. alias L.* &c. on the one party, and *T. P.* &c. on the other party, **Witnesseth,** **That whereas** *A. B.* Clerk and Parson of the Parish of *S. M.* at *B.* in *L. W. C.* and *J. B.* Wardens of the Goods, Works, Rents, and Ornaments of the *Recital of the Lease.*

the said Parish Church, with the assent and consent of the most part and Worshipful and discreet persons, Parishioners of the said Parish, by their Indentures of Lease dated, have demised, &c. unto the said *W. J.* all that their Messuage or Tenement with the Shops, &c. set, &c. and belonging to the said Parson and Church-Wardens in the right of the same Church adjoyning, &c. *To hold*, &c. for 99 years from Christmas, before the date of the Lease, &c. Yielding, &c. As by the said Indenture, &c. The said *W. J. alias L.* for such considerations, and upon, and under such conditions as hereafter are expressed in these presents, Doth alien, bargain, and sell to the said *T. P.* his Executors and Assigns, all the said Lease, term of years, and interest, which the said *W.* hath, or ought to have, of, in, and to the said Messuage, Tenements, Cellar, Sollars, Garden, and their Appurtenance whatsoever, by force and vertue of the Indenture of Lease aforesaid, Saving, and always reserved and excepted to the said *W. J. alias L.* and to his Assigns, out of the alienation, bargain, and sale aforesaid, the use and sole manurance and occupation of all the said Messuage, Tenement, Cellar, Sollars, Garden and their Appurtenances, for, and during all the term and natural life of the said *W. J.* And the said *W. J.* for him, &c. doth covenant, &c. That he the said *W. J.* and his Assigns, for, and during all the term of the natural life of the said *W.* shall, and will at the costs and charges of the same *W.* and of his Assigns well and truly yield, pay, fulfil, and perform all and singular Rents, Covenants, and Duties whatsoever, to be paid, done, or performed for the Premisses or any part thereof during the natural life of the said *W.* And thereof shall, and will defend and keep harmless the said *T. P.* his Executors, and Administrators, against the said Parson and Church-Wardens, their Successors and Assigns, and all other persons whatsoever. And the said *W. J.* upon, and under the Condition aforesaid, doth by these presents give and grant to the said *T. P.* all and singular such Implements, Houshold-Stuff, and Houshold-Furniture, as Bedsteds, Cupboards, Seelings, Wainscot, Feather-Beds, Beddings, Sheets, Blankets, Coverings, Boulsters, Pillowes, Mattresses, Pewter, Brass, Iron, and all other things whatsoever, which the said *W. J.* shall have remaining in the said Messuage and other the Premisses, at the time of his decease (ready Money, Gold, Silver, Plate, Jewels, Writings, Evidences, and Wearing Apparel for Men, or Women, only excepted. Provided always, and it is plainly expresly condescended, agreed, and conditioned, by, and between the said parties to these Indentures, for themselves, their Executors, Administrators, and Assigns, and every of them, by these presents, in manner and form following: That is to say, That if *E.* Daughter of the said *W. J.* whom the said *T.* hath lately married and taken to his Wife, or some issue of the Body of the said *E.* by the said *T.* begotten, or to be begotten, shall not be living at the time of the decease of the said *W. J.* That then these present Indentures, and every thing in the same contained, shall be so clearly frustrate and void to all intents, purposes, and constructions in the Law and every other way whatsoever, as though the same had never been made, mentioned, or spoken of, any thing before in these presents specified

Habendum.

Consideration. Assignment.

Except.

Covenant to pay Rent, &c. during the life of the Assignor.

Gift of all the Goods he shall have in his house at his death.

Except ready Money, &c.

Proviso, That if neither the daughter of the Assignor (who is wife of the Assignee) nor any Issue of her Body be living at the death of the Assignor, then this Deed to be void.

fied or contained, or any thing thereupon to be gathered, or conſtrued to the contrary thereof, &c. In Witneſs, &c.

An Aſſignment of a Leaſe for Lives.

THis Indenture made, &c. Between *W.B.* of the one party, and *J. K. R. G. J. G. J. P.* and *W.B.* of the other party; Witneſſeth, That whereas *J. S.* by his Indenture of Demiſe and Leaſe lawfully executed, made between, &c. bearing date, &c. for, and upon good conſiderations in the ſaid recited Indenture ſpecified, did Demiſe, Grant, and to Farm lett, &c. *To have and to hold*, occupy, &c. yielding and paying yearly therefore to the ſaid *J. S.* his Heirs and Aſſigns, the yearly Rent of, &c. at certain days and Feaſts therein mentioned, with a clauſe of diſtreſs for non-payment of the ſaid Rent of 10 l. And alſo with divers other Covenants, Grants, Matters, Agreements, and Damages, in the ſaid recited Indentures contained; as by the ſaid Indenture more fully and at large appeareth. And forasmuch as the ſaid *W. B.* meaneth and intendeth as well to advance his own Sons with the ſaid Meſſuage, Tenement, and Premiſſes, as alſo to ſettle and diſpoſe the ſaid Meſſuage, Tenement, and Premiſſes, ſo that the ſame may from time to time, during the continuance of the ſaid Eſtate, and term of 3 lives, ſo therefore formerly granted as aforeſaid, remain, continue, and be to ſuch perſon, perſons, and in ſuch manner and form, as he the ſaid *W.B.* hath hereafter in theſe preſents mentioned and appointed, ſo long as it ſhall pleaſe God to permit the ſame: He the ſaid *W. B.* for the Cauſes and Conſiderations aforeſaid, and for the natural love and affection which he beareth likewiſe unto his own Sons, as unto ſuch his Brothers as are hereafter in theſe preſents named: And alſo, for the truſt and confidence which he beareth and repoſeth in them the ſaid *J. K.* &c. and for divers other good cauſes and conſiderations him thereunto moving, Hath granted, aſſigned, and ſet over, and by theſe preſents, doth grant, aſſign, and ſet over unto them the ſaid *J. K.* &c. and their aſſigns, the ſaid Indenture of Demiſe and Leaſe, and all the whole Right, Title, Intereſt, Eſtate, Term of Lives and Poſſeſſion, which he the ſaid *W.B.* hath, or of Right ought, or is intituled to have, of, in, or to the ſaid Meſſuage, Tenement, and Premiſſes, and every or any part or parcel thereof, by, or by force of the ſaid recited Indenture of Demiſe and Leaſe, ſo thereof to him formerly made as aforeſaid; To have and to hold, to them the ſaid *J. K.* &c. and their Aſſigns, from and immediately after the making of theſe preſents, for, and during, and to the full end and term, and during all the term of the natural life and lives of them the ſaid *J. K.* &c. and for and during the term of the natural life of the Survivor and longeſt liver of

Recital of the Leaſe.

Conſideration.

Aſſignment.

Habend.

uses. of them, **Bound to**, and for such use, intent, and purpose, that they the said *J.K.* and the Survivor and Survivors of them, and his and their Assigns, shall, and may from time to time, and at all times hereafter, during the continuance of the said term of three lives aforesaid, stand, continue, and be seised thereof, and of every part and parcel thereof, to, and for such uses, intents, purposes, conditions, limitations, and agreements, and to the use of such person and persons, and for such Estate and Estates, and in such manner and form, as hereafter in these presents are particularly expressed, mentioned, and declared, and to no other uses, intents, purposes, or meaning, in any wise; **That is to say, of**, and in all and singular the said Messuages, Tenements, Lands, Premisses, with all and singular their Appurtenances, and of every part and parcel thereof, **To, and for** the only use and behoof of him the said *W.B.* and his Assigns, for and during the term of the natural life of him the said *W.B.* and by, and immediately after the natural death and decease of him the said *W.B.* **Then of**, and in, the full Moyety, half part, purparty, and portion of the said Messuage, Tenement, and Premisses, and of every part and parcel thereof, with the Appurtenances, **To, and for** the use and behoof of *K.* now wife of the said *W.B.* and her Assigns, for, and during the term of the natural life of the said *K.* if they the said *W.B.* and *K.* or any of them so long shall live: **And by**, and immediately after the several deaths and deceases of the said *W.B.* and *K.* his Wife, and of the Survivor of them, of, and in the said Moyety, half part, purparty and portion of the said Messuage, Tenement, and Premisses, so before limited in use, to, and for the use of the said *K.* and likewise also by, and immediately after the natural death and decease of the said *W.B.* of, and in the other moyety, half part, purpart, and portion of the said Messuage, Tenement, and Premisses, with the Appurtenances, **To, and for** the use and behoof of the said *R.B.* Son of the said *W.B.* and of the Heirs Males of the body of the said *R.B.* lawfully begotten, so long as they the said *R.B.* *W.B.* and *J.B.* or any of them shall live or continue in full life; **And for default**, &c. **yielding**, &c. **covenant, remain discharged of Incumbrances: Covenant for making further assurance, and a Letter of Attorney.**

Note, That a Term cannot be assigned from a day to come, but the Land it self by special name may: So a Lease for life; Habendum *from a day to come, is not good, but from the making, or from a day past.*

An Assignment of a Rectory or Parsonage, Water-Mill, &c.

THis Indenture made &c. Between *H.* of *G.* in the County of *Nott.* Esquire, third Son to the late Right Honourable Earl of *S.* deceased, of the one party; and *W.* of &c. of the other party; Witnesseth, That whereas the said Earl, and *E. T.* Esquire his second Son, by their Deed indented, bearing date the 9th day of *Aug. An.* 28 *Eliz.* did Grant, Assign, Assure, or Convey unto the said *H. T.* and his Assigns, all that the Rectory or Parsonage of *W.* in *Com. E.* and all Glebe-Lands, Tythes, Profits, Commodities, Oblations, Obventions, Emoluments and Advantages whatsoever, yearly arising, growing, coming or renewing, in and upon the said Parsonage of *W.* and Premisses, with the Appurtenances, and every part and parcel thereof for divers years yet enduring, as by the said recited Indenture more at large doth, and may appear. And whereas also, one *W. S.* &c. by his Indenture, bearing Date &c. did bargain, alien, sell, assign, and set over unto the said *H. T.* and his Assigns, all that the Water-Mill, called the Abby-Mill in *B.* with the Appurtenances in the said County of *E.* together with all his Estate, Right Title, Interest, Term and Terms of years, Reversion, Claim, and Demand, which he the said *W. S.* had, might or ought to have unto the said Water-Mill, and one parcel of Land adjoyning, with the Appurtenances, and every part and parcel thereof by vertue of her Highness Letters Patents to him thereof made for the term of 20 years, or by vertue of one Grant, from her Majesty of the Reversion of the same Premisses for the term of 31 years, unto one *N. H.* and by the said *N.* conveyed unto the said *W. S.* as by the said recited Indenture more at large it doth, and may appear. Now this Indenture further Witnesseth, that the said *H. T.* for divers good Causes and Considerations him thereunto specially moving, hath given, granted, assigned and set over, and by these presents doth give, grant, assign, and set over unto the said *W. R.* and his Assigns, all that, and those the said Rectory, or Parsonage of *W.* Glebe-Lands, Tythes, Oblations, Obventions, and all and singular other the Premisses, with the Appurtenances and every part and parcel thereof, and all the estate, right, title, interest, term of years, claim and demand whatsoever of him the said *H. T.* of, in, and to, the same, and every part and parcel thereof yet to come unexpired, and also all that his said term and estate, of, in, and to the said Water-Mill, and parcel of Land adjoyning in *B.* aforesaid, with the Mill-Dam, and all and singular Water-Courses and Streams; to, or with the said Water-Mill now used or occupyed, lying and being in *B.* aforesaid, together with free Passage to come, go, and ride to, and from the said Mill for the grinding of any manner of Corn and Grain whatsoever. And all the Estate, Right, Title, Interest, Term of years, Claim and Demand whatsoever, of him the said *H. T.* of, in, and to the same and every part and parcel thereof:

Recital of an Assignment of the Rectory.

Recital of an Assignment of the Water-Mill and a parcel of Land.

Assignment.

thereof yet to come, and unexpired, together with all Indentures of Leaſe, Grants, and Aſſigns, of the ſaid Premiſſes thereof made to the ſaid Earl *E.* and *H. W.* and *N.* or any of them, or to any other perſon or perſons to their, or any of their uſes; All which ſaid Writings, the ſaid *H.T.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, Covenanteth and Granteth, to and with, the ſaid *W. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, to deliver, or cauſe to be delivered to the ſaid *W. R.* his Executors or Aſſigns, ſafe, whole, and uncancelled, at the reaſonable requeſt of the ſaid *W. R.* his Executors or Aſſigns, to them, or any of them to be made at any time before the Feaſt of the *Purification* &c. next enſuing the date hereof, **To have, and to hold**, uſe, occupy, and enjoy the ſaid Rectory or Parſonage of *W.* Glebe Lands, Tythes, together with the ſaid Water-Mill, Water-Courſes and Streams, and all and ſingular other the Premiſſes, with their, and every of their ſeveral Appurtenances, and every the ſaid part and parcel thereof, and all the ſaid Eſtate, Right, Title, Intereſt, Term and Terms of years, Claim and Demand of the ſaid *H.T.* of, in, and to all the ſaid Premiſſes, with the Appurtenances, and every part and parcel thereof unto the ſaid *W. R.* his Executors Adminiſtrators, and Aſſigns, immediately from the making hereof, for, and during all the reſidue of the ſaid ſeveral term and terms of years yet to come, and unexpired in the ſaid Rectory, or Parſonage and Mill, and either of them, in as large, ample, and beneficial manner and form, to all intents, conſtructions, and purpoſes as the ſaid *H.T.* may, might, ſhould, or ought to have, hold, uſe, occupy and enjoy the ſaid Premiſſes, **To the only** and ſeveral uſes, intents, and purpoſes, and upon ſpecial truſt and confidence hereafter in theſe preſents, limited, declared, and appointed, of, for, or concerning the ſame, and to no other uſe, behoof, intent or purpoſe, **That is to ſay, to the uſe** and behoof of the ſaid *W.D.* and his Aſſigns, for, and during his natural life (if the ſaid term of years ſhall ſo long endure.) **And if** the ſaid *W. R.* ſhall depart this life within the ſaid term of years, **Then** after the deceaſe of the ſaid *W. R.* the uſe, profits, and commodities of the ſaid Premiſſes, and of every part and parcel thereof, ſhall be and come to *E.* now wife of the ſaid *H. T.* and daughter and ſole Heir of the ſaid *W. R.* for ſuch and ſo many of the years that are, or ſhall be unexpired in the ſaid Premiſſes after the death of the ſaid *W. R.* as ſhall be and continue for term of her natural life (if the ſaid term or terms of years ſhall ſo long endure) **And** if the ſaid *E.* happen to depart this life before the expiration of the aforeſaid term, **That then** the uſe, poſſeſſion and intereſt of the whole term or terms aforeſaid, ſhall be, and come wholly with all the reſidue and number of years then unexpired to *G.* and *M.* Daughters of the ſaid *H.T.* begotten upon the body of the ſaid *Eliz.* and the longer liver of them.

Habend.

An Assignment of a Lease for 100. *years.*

THis Indenture, made &c. Between *J. L.* Gent. Son of *P. L.* Kt. of the one party, and *J. L.* one of the Sons of the said *P. L.* Kt. of the other party: Witnesseth, That whereas *R. B.* late of *S.* &c. deceased, by his Indenture sufficient in Law, bearing date the 20th day of *M.* in the 12th year of the Kings Majesties Reign that now is, did for the considerations in the said Indenture specified, demise, grant, set, and to Farm lett, unto the said *J. L.* all and singular his Mannors, Messuages, Houses, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reversions, and Services whatsoever, in the several Towns, Hamlets, Fields, and Territories of *H. S. D.* and *B.* in the said Counties, of *L.* or any of them, *To have and to hold* the said Messuages, Lands, Tenements, Rents, Reversions, Services, and other the Premisses, with all and singular their Appurtenances, unto the said *J. L.* his Executors and Assigns indifferently, from and after the death of *M. B.* the Wife of the said *R. B.* for, and during the term of 100 years then next following fully to be compleat and ended, yielding and paying therefore yearly during the said term of 100 years, to the said *R. B.* his Heirs and Assigns, a certain yearly Rent, And also upon this Condition (amongst other Conditions in the said Indenture contained) that the said *J. L.* at all and every time and times after the making of the said Indenture, upon the Request or Demand of the said *R. B.* should lawfully convey and assure all and singular the Premisses, with their Appurtenances, or any part or parcel thereof, to such person or persons as by the said *M. B.* her Executors or Administrators, should be named or appointed, for and during all such interest and term, as then should be unexpired of the said 100 years, or of such part or portion thereof, as by the said *R.* should be limited, nominated or appointed, and further, as by the said Indenture more at large it doth and may appear. Now the said *J. L.* at the special request and desire of the said *M.* late wife of the said *R.* deceased, and by her nomination and appointment, and for the performance and accomplishment of the Condition above recited, in these presents, and of the trust and confidence in him reposed by the said *R. B.* deceased, Hath granted, assigned, and set over, and by these presents doth grant, assign, and set over unto the said *J. L.* his Executors, Administrators, and Assigns, as well the said Premisses, with the Appurtenances above recited in these presents, and every part and parcel thereof, for, and during the said term of 100 years, as also all his Estate, Right, Title, Claim, Interest, and Term of years, and Demand whatsoever, of, in, and to the said Indenture above recited in these presents. To this end and purpose, That the said *J. L.* his Executors, Administrators or Assigns, shall from time to time, and at all times hereafter, at the request of the said *M.* her Executors, Administrators or Assigns, grant, assure, and convey as well the said Premisses, with

Recital of a Lease.

Habend. of the Reversion assigned.

Consideration.

Assignment.

upon Condition.

To Convey upon request, &c.

with the Appurtenances, and every part and parcel thereof, for, and during the ſaid term of 100 years, or for ſuch Intereſt or term of years as at the time of ſuch requeſt made, ſhall be there then to come and unexpired; as alſo the ſaid Indenture above recited, and all the eſtate, right, title, intereſt, claim, term of years, and demand whatſoever, of the ſaid *J. L.* his Heirs, Executors, Adminiſtrators, or Aſſigns, of, in, and to the ſaid Premiſſes and every part and parcel thereof, to ſuch perſon or perſons as the ſaid *M.* ſhall nominate &c. **In Witneſs**

A ſecond Aſſignment of the ſame Leaſe.

Recital. **THis Indenture** made the day of &c. **Between** *J. L.* Gent. Son of *P. L.* Kt. on the one party; and *B.* Widow, Siſter of the ſaid *J. L.* and late wife of *R. B.* late of *S.* in the County of *L.* Eſq; deceaſed, on the other party; **Witneſſeth, That whereas** the ſaid *R. B.* by his Indenture ſufficient in the Law, bearing date &c. did, for the conſideration in the ſaid Indenture ſpecified, demiſe, grant, ſet, and to Farm lett, unto *J. L.* another of the Sons of the ſaid *P. L.* Kt. all and ſingular his Mannors, Meſſuages, Houſes, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, and Services whatſoever, in the ſeveral Towns, Hamlets, Fields, and Territories of *R. B.* &c. in the ſaid County of *L.* or in any of them, *To have and to hold* all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and all other the Premiſſes, with all and ſingular the Appurtenances, unto the ſaid *J. L.* his Executors or Aſſigns, immediately from and after the death of the ſaid *M. B.* for, and during the term of 100 years then next following, fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term of 100 years, to the ſaid *R. B.* his Heirs and Aſſigns, a certain yearly Rent, and alſo upon Condition (amongſt other Conditions in the ſaid Indenture contained) that the ſaid *J. L.* at all and every time and times after the making of the ſaid Indenture, upon the requeſt or demand of the ſaid *M. B.* ſhould lawfully convey and aſſure, all and ſingular the Premiſſes, with their Appurtenances, or any part or parcel thereof, to ſuch perſon or perſons as by the ſaid *M.* her Executors or Adminiſtrators, ſhould be named or appointed, for and during all ſuch intereſt and term, as then ſhould be unexpired of the ſaid 100 years, or for ſuch part or portion thereof, as by the ſaid *M.* ſhould be limited, nominated or appointed, as by the ſaid Indenture more at large it doth, and may appear. *Recital.* **And whereas** the ſaid *J. L.* at the ſpecial requeſt and deſire of the ſaid *M. B.* and by her nomination and appointment, and for the performance and accompliſhment of the Condition above recited, in theſe preſents and of the truſt and confidence in him repoſed by the ſaid *R. B.* deceaſed, **Hath** by his Indenture bearing date the day of this preſent month of *J.* granted, aſſigned and ſet over, unto the ſaid *J. L.* his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Premiſſes, with the Appurtenances above recited

in these presents, and every part and parcel thereof, for and during the term of 100 years, and also all his Estate, Right, Title, Interest, Claim, term of years, and Demands whatsoever, of, in and to the same, and every part and parcel thereof, together with the said Indenture above recited in these presents. **To this end** and purpose, that the said *J. L.* his Executors, Administrators, and Assigns, should from time to time, and at all times from thenceforth at the request of the said *M.* his Executors, Administrators, and Assigns, grant, assure, and convey, by his or their Indenture or Deed sufficient in the Law unto the said *M. B.* her Executors, Administrators, and Assigns, as well the said Premisses with the Appurtenances, and every part and parcel thereof, for and during the said term of 100 years, or for such interest or term of years, as at the time of such request made, should be therein then to come and unexpired, and also the said Indenture above recited, and all the Estate, Right, Title, Interest, Claim, Term of years, and Demand whatsoever, of the said *J. L.* his Executors, Administrators, and Assigns, of, in, and to, the said Premisses and every part and parcel thereof. As by the said Indenture made by the said *J. L.* to the said *J. L.* as aforesaid more at large, it doth and may appear; **Now** the said *J. L.* at the request of the said *M. B.* and for the end and purpose expressed and declared in the said Indenture made by the said *J. L.* as aforesaid, **Hath** granted assigned and set over, and by this present Indenture doth grant, assign and set over, unto the said *M. B.* her Executors, Administrators and Assigns, as well the said Premisses, with the Appurtenances, and every part and parcel thereof, for and during the said term of 100 years, as also the said Indenture above recited, made by the said *R. B.* to the said *J. L.* as aforesaid, and all the Estate, Right, Title, Interest, Claim, Term of years, and Demand whatsoever, of the said *J. L.* of in, and to, the said Premisses, and every part and parcel thereof together with which the said Indenture made by the said *J. L.* to the said *J. L.* as aforesaid **In Witness**, &c.

Assignment upon request, according to a former Trust.

An Assignment of a Manor

This Indenture, &c. **Between** *G. O.* &c. on the one party, and *G. D.* &c. on the other party, **Witnesseth, That whereas** our Soveraign Lady the Queens Majesty by her Highnesses Letters Patents, made under the great Seal of *England* bearing date at *G.* the &c. in the 29*th* year of her Highness most gracious Reign, reciting certain Letters Patents, of King *P.* and our late Soveraign Lady Queen *Mary*, late King and Queen of *England*, made to one *R. B.* under their great Seal of *England*, bearing date the &c. in the 4*th* and 5*th* year, of their Reigns; and also reciting certain her Majesties former Letters Patents, made to *R. H.* under the Seal of the Exchequer, bearing date at *Westminster*, the &c. in the 12*th* year of her Highness Reign: Hath demised, granted, and to Farm-letten amongst other things to *W. H.* &c. all that her Manor of *J.* with all and singular Rights, Members and Appurtenances, situ-

Recital of Letters Patents.

ate lying and being in *M.* in the County of *L.* to the late Priory of *B.* now dissolved, sometime belonging and appertaining, and parcel of the possessions thereof, sometime being; And all that her several Fishings in the River and water of *T.* and their Isles called the *Eights*, in the same water, on the side of the County of *B.* and all other the Premisses, to the said *R. B.* by the aforesaid Letters Patents, granted, demised or letten, with all and singular their Appurtenances: And all and singular Edifices, Buildings, Barns, Stables, Dove-coats, Orchards, Gardents, Lands, Medows, Feedings, Pastures, Commons, Wasts, Champion grounds, Heaths, Moors, Marshes, Waters, Fishings, Harvest-days of the Tenants, of the said Mannor of *B.* Profits, Commodities Advantages, Emoluments and Hereditaments whatsoever, to the Premisses or any part thereof, in any manner of days belonging or happening or with them or any of them, for their several Rents reserved in the said Letters Patents therefore demised, letten, used, occupied or enjoyed, with all and singular their Appurtenances. And the Reversion and Reversions whatsoever of all and singular the Premisses. by the said Letters Patents before granted, and every parcel thereof (*Except* to our said Soveraign Lady the Queen, her Heirs and Successors always reserved) All great Trees, Woods, Under-Woods, Wards, Marriages, Mines, Quarries, Court Leets, Views of Franck-pledge, Release, Harriots, Fines, Amerciaments, Inrens, Escheats, Goods, Chattels, and Services of Bond-men, and their Sequels, Felons, Fugitives, Felons of themselves put into Exigent, Condemned, and Outlawed, Wayses, Strays, whatsoever. *And*, all and all manner of Advowsons, Churches, and Chappels whatsoever, to the Premisses belonging, **To have and to hold**, the aforesaid Mannor of *J.* And all and singular other the Premisses to the said *R. B.* as aforesaid, granted, demised and letten, with all their Appurtenances, by the said Letters Patents (except before excepted) to the said *W. H.* his Executors, and Assigns, from the time wherein the said Letters Patents and Agreements to the said *R. B.* thereof as aforesaid, made, by Execution Surrender, Forfeiture, or by any other means whatsoever, first and next should happen to be void, ended and determined, unto the end and term of 21. years, from thence next following, fully to be compleat and ended; yielding then and from thenceforth yearly to our said Soveraign Lady the Queens Majestie, her Heirs and Successors, 21 *l.* of lawful mony of *England*, at the Feast of &c. to the hands of the Bayliff or Receivers of the Premisses, for the time being, by even portions to be paid, during the said term of &c. **And**, **To have and to hold**, the foresaid Fishing and the said Isles called the *Eights*, all and singular other the Premisses of the said *R. A.* demised and letten with their Appurtenances, to the foresaid *W. H.* his Executors, and Assigns, from the time wherein the said Letters Patents, and Grant to the said *R. A.* as aforesaid made, by expiration, surrender, forfeiture, or by any other manner of ways whatsoever, first and next should happen to be void, ended or determined unto the end and term of &c. from thence next following, fully to be compleat and ended, yielding then therefore yearly to our said Soveraign Lady the Queen, her Heirs, and Successors, 8 *s.* &c. at the Feasts of &c. to the hands

Except.

Habend. of the Mannor in the Recital.

Habend. the Fishing and Eights in the Recital.

hands of the Bayliff or Receivers of the Premisses, for the time being, by even portions to be paid, during the said term of &c. And whereas further more by the same Letters Patents there is granted and given by her Highness full power and Authority, to the said *W. H.* his Executors, and Assigns, to have Timber for the Reparations of the Houses, and buildings of the Premisses, in and upon her Majesties Wood growing upon the Premisses, to be taken by Assignment of her Majesties Officers, with further power and authority to the said *W. H.* to have and take House-boot, Hedge boot, Fire-boot, Plow-boot, and Cart boot; As by the said Letters Patents granted to the said *WH.* more at large it doth and may appear. The Interest, Estate, Right, Use, Possession, Reversion, Claim, and Demand whatsoever, of him the said *W. A.* of, in, and to the said Mannor of *J.* with the Rights, Members, and Appurtenances, and of, and into the said Fishings in the River and water of *Thames*, and in the Isles called the *Eights*, in the same water; and of, in, and to all other the Premisses with all and singular their Appurtenances, before in these presents, recited, did by lawful conveyance come unto *J. M.* and *E. V.* Gent, who lately had and enjoyed the same, as by one Indenture under the hand and seal of the said *W. H.* bearing date &c. amongst divers other Covenants, Grants, and Agreements, therein contained, more plainly may appear. And whereas, also the said *J. M. E. V.* by their Indenture under their hands and seals, bearing date &c. for the consideration therein specified, did bargain, sell, assign and set over unto *G. O.* &c. all the Estate, Right, Title, Use, Possession, Reversion, Term of years, Claim and Demands whatsoever, which they the said *J. M. E. V.* or either of them had, or hath or ought to have or claim, of, in and to the said Mannor of *J.* with the Rights, Members, and Appurtenances, and of, in, and to the said Fishings in the River and water of *T.* and in the Isles called the *Eights* in the same water, and all other the Premisses, with all and singular their Appurtenances, and of, in, and to every part and parcel thereof, together with the said Letters Patents, to the said *W. H.* made and granted as aforesaid, and the said Indenture of Assignment above mentioned, and one Obligation or writing Obligatory, wherein the said *W. H.* standeth bound to the said *J.* and *E. V.* in the sum of &c. with condition thereupon endorsed, touching the performance of the Covenants, Grants, Conditions, Provisoes, mentioned and contained, in the said second recited Indenture, To have, hold, occupy, possess and enjoy the said Mannors, Messuages, Lands, Tenements, Fishings, and the said three Isles called the *Eights*, and all and singular other the Premisses, and every part and parcel thereof, and the said Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand of them the said *J. M.* and *E. V.* and either of them, of, in and to the same, together with the said Letters Patents, Indenture of Assignment, and Writing Obligatory aforesaid, unto the said *G.* his Executors, Administrators, and Assigns, in as large, ample and beneficial manner and form, to all intents and purposes, as they the said *J. M.* and *E. V.* or either of them, might, could, should or ought to have and enjoy the said Premisses, by force and virtue of the said Indenture, or otherwise, as by

Recital of Timber to be taken &c.

Derivation of the Title to the Assignor.

Habend.

Consideration.

the same last recited Indenture of Bargain and Sale, more plainly also appeareth. **Now this Indenture further witnesseth**, That the said *G.O.* for, and in, consideration of the sum of &c. to him in hand, at and before the ensealing and delivery of these presents, by the said *G. D.* well and truly contented and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; And thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said *G. D.* his Executors, and Administrators: And every of them for ever, by these presents. **Hath** bargained, sold, granted, assigned, and set over, and by these presents, doth plainly and clearly bargain, sell, give, grant, assign, and set over unto the said *G. D.* all the Estate, Right, Title, Interest, Use, Possession, Reversion Term of years, Claim, and demand whatsoever, which he the said *G. O* or any other person or persons to his use, have, or hath, or of right ought to have, or claim of, in, and to, the said Mannor of *J.* with the Rights, Members, and Appurtenances, and of and in, and to the said Fishings, in the River, and water of *T.* in the Isles called the *Eights* in the same water, and all other the premisses before mentioned, with all and singular their Appurtenances, and of, in, and to every part or parcel thereof, together with the said Letters Patents to the said *W. H.* made and granted as aforesaid, and the said Indenture of assignment above mentioned, and the said Obligation, or writing Obligatory, wherein the said *W. H.* standeth bound unto the said *J. M.* and *E. V.* in the sum of &c. for the performance of the Covenants, Grants, Conditions, and provisoes mentioned in the said Indenture. **To have, hold**, occupy, possess, and enjoy the said Mannor, Messuages, Lands, Tenements, and Fishings, and the said three Isles called the *Eights*, and all and singular other the Premisses with the Appurtenances, and every part and parcel thereof: And the said Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand, whatsoever, of him the said *G.O.* of, in, and to the same, together with the said Letters Patents and Indentures, and Writing Obligatory aforesaid, unto the said *G.O.* his Executors, and Administrators, and Assigns, in as large, ample, and beneficial manner and form, in every thing and things, and to all intents and purposes, as he the said *A.B.* may, might, should, or ought to have or enjoy the same premisses, by force and virtue of the said Letters Patents, recited Indentures, or otherwise by any ways or means whatsoever. **And**, the said *G.O.* for him his Executors, Administrators, and Assigns, Covenants and Granteth, to, and with the said *G. D.* his Executors, Administrators, and Assigns, by these presents, That the said *G.D.* his Executors, Administrators, and Assigns, shall or may from henceforth during the said term of &c. peaceably and quietly, have, hold, occupy, and enjoy the said Mannors, Messuages, Lands, Tenements, Fishings, and all and singular other the Premisses, with their Appurtenances and every part and parcel thereof, clearly acquitted, discharged or otherwise saved and kept harmless by the said *G.O.* his Executors, Administrators, or Assigns, or some of them, of, and from all and singular former Bargains, Sales, and Gifts, Grants, Leases, Assignments, Forfeitures, Charges, Rents, Arrearges of Rents, Re-entries, Cause and Causes, Forfeiture and

Assignment of the said Mannor &c. Fishing Eights and Obligations for performance of Covenants.

Habends

Covenants for quiet enjoying.

Discharged or saved harmless from Incumbrances, the Rent and Covenants in the Letters Patents excepted.

and Re-entry, and of, and from all, and every other charges, Titles, Troubles, and Incumbrances whatsoever; the Rent, Covenants, and payments contained and specified in the said Letters Patents on the Tenants part and behalf, from, and after the 9th day of &c. next ensuing &c. only exceptance reserved. **And further more**, That the said *G. O.* and the said *J. M.* and *E. W.* and every of them, their Executors and Administrators, and every of them, shall from, and after the 9th of &c. and at all times then after, and from time to time, at the costs and charges in the Law of the said *G. D.* his Executors, Administrators, and Assigns, permit and suffer the said *G. D.* his Executors, Administrators, or Assigns, to attempt, sue, and prosecute all, and every such lawful Action and Actions, Plaints, Pleas, Processes, Judgments, and Executions, as he the said *G. D.* his Executors, Administrators, or Assigns, shall think meet or convenient to attempt, commence, sue, or prosecute, in the name of them the said *J. M.* and *E. W.* their Executors or Administrators, for, or upon the said Obligation, or Deed Obligatory of &c. by reason of any breach, or not performance of the Covenants, Grants, Articles, or Agreements, in the said first recited Indenture of Assignment, expressed and specified without being Non-suit; or willingly nulling any discontinuance, Release, or other Discharge of, or for the same Actions, Suits, Judgments, or Executions, or any of them, without the consent and agreement of the said *G. D.* his Executors, Administrators, or Assigns. **And also**, That neither he the said *G. O.* nor the said *J. M.* or *E. W.* or any of them, have released or discharged; nor that they the said *G. O. J. M.* or *E. W.* or any of them, their Executors, or Administrators, hereafter shall release, or discharge the said Obligation of &c. wherein the said *W. H.* standeth bound as aforesaid; nor any of the Covenants, Grants Articles, or Agreements, in the said first recited Indenture contained, without the special assent, or consent of the said *G. D.* his Executors, or Administrators, first had and obtained in Writing under his or their Hand and Seal; **And also**, that he the said *G. D.* his Executors, Administrators, and Assigns, shall, or may recover, take, receive, and enjoy, to the only use of him the said *G. D.* his Executors, Administrators, and Assigns, all and every sum, or sums of mony, and other benefits, as shall be recovered, obtained or gotten, upon, or by reason of the said Actions, Suits, Judgments, and Executions, or any of them, without any manner Let, Interruption, or Disturbance of the said *G. O. J. M.* or *E. W.* their, or any of their Executors and Administrators, and without any account, reckoning, or other thing therefore by the said *G. D.* his Executors, Administrators, or Assigns, to be yielded, made, or done. **Provided allways**, and the said *G. D.* for him, his Executors, Administrators, and Assigns, and every of them, covenanteth, granteth, and agreeth to, and with the said *G. O.* his Executors, Administrators, and Assigns, by these Presents, That if the said *G. O.* his Executors, Administrators, or Assigns, or any of them, do well and truly pay or cause to be paid unto the said *G. D.* his Executors, Administrators, or Assigns, or any of them, the sum of &c. in the said 9th day &c. which shall be &c. at, or in the now dwelling house of the said *G. D.* situate

A Covenant to permit the Assignee to sue the Bond given for performance of Covenants if any breach be without release or discontinuance &c.

That the Bond or Covenants are not, nor shall not be released without consent &c. and the Assignee to have the benefit of such suits.

Proviso, that if the Assignor do pay a sum of Mony to the Assignee.

This indenture and an Obligation to be void, and the Assignee to deliver up the Letters Patents and Writings recited.

and being &c. between the hours of &c. without fraud or further delay, That then, as well this present Indenture of Bargain and Sale; as also one single Obligation of the date hereof, wherein the said *G. O.* standeth bound and surely holden unto the said *G. D.* in the Sum of &c. payable in the &c. which shall be &c. utterly void and of none effect in the Law, to all intents and purposes; and that then the said *G. D.* his Executors or Assigns, shall after the full Payment and Receipt of the said Sum of, &c. at the day, and time, and place above mentioned, well and truly re-deliver, or cause to be re-delivered, unto the said *G. O.* his Heirs, Executors, or Assigns, the foresaid Letters Patents, Indentures of Assignments, and the said recited Writing Obligatory of the sum of, &c. and this present Indenture, and the said single Obligation, wherein the said *G. O.* standeth bound unto the said *S. D.* in the sum of, &c. which shall be Cancelled and made void without fraud or coven. **Provided allways**, If default be made or had in the payment of the said sum &c. contrary to the form, effect, true intent and meaning of these Presents; then this present Grant and Assignment of the Premisses, and the said single Obligation, &c. thereof made, and all other Writings concerning the same, shall stand, abide, and remain to the said *G. D.* his Executors, Administrators, and Assigns, absolutely without any manner of condition, in full strength and virtue. **In Witness whereof**, &c.

But if default be made in payment then this Assignment &c. to stand absolute without any Condition.

An Assignment of a Bond.

This Indenture made &c. **Between** *J. S.* and *H. D.* on the one party, and *J. S.* on the other party, **Witnesseth, That whereas** *H. F.* by his Obligation by him sealed and delivered as his Deed, bearing date &c. is and doth stand holden and firmly bounden unto them the said *J. S.* and *H. D.* 250*l.* of lawful Mony of *England*, to be paid unto the said *J. S.* and *H. D.* or their certain Attorney or Executors, with Condition indorsed upon the said Obligation of, and for the true payment of the sum of &c. and further, as by the said Obligation & condition more appereth. **Now this Indenture Witnesseth**, That they the said *J. S.* and *H. D.* for divers good reasonable and lawful causes and considerations them thereunto moving, **Have** bargained, granted, assigned, and set over; and by these presents, for themselves, their Executors, Administrators, and Assigns, do bargain, grant, assign, and set over unto &c. the said Bond, Obligation, or Writing Obligatory of 250*l.* and all the Estate, Right, Title, Debt, Benefit and Profit of the same, which they the said *J. S.* and *H. D.* or either of them, now have, or ought, or be entituled to have in, or to the same: And all the Profit, Debt, and Benefit of the said Bond, Obligation, or Writing Obligatory of 250*l.* And also all and singular Debts, Duties, Penalties, Sums of Mony, and all other Duties whatsoever contained, mentioned, or specified, and which is, or shall be in right and equity due or payable, by force of, or upon the same: **To have and to hold** unto the said *J. S.* her Executors, and Assigns, to the only proper use, behoof,

Recital of the Obligation.

Consideration.

Assignment.

Habend.

behoof, and benefit of the said *J. S.* her Executors and Assigns: **And** they the said *J. S.* and *H. D.* for themselves, their Heirs, Executors, Administrators, and Assigns, do covenant by these presents, to and with the said *Ja. S.* her Executors and Assigns, that the said Bond, Obligation, or Writing Obligatory of 250 *l.* is already forfeited by the non-paymnet of the said sum of 120*l.* **And** that the said Bond, Obligation, or Writing Obligatory of 250 *l.* and all and every sum and sums of Mony, Penalty, Forfeitures, Debts, and Duties, in the same contained or mentioned, at the time of the ensealing and delivery hereof, are not, nor is not by the said *J. S.* nor by any other by his consent to his knowledge, received, released, discharged, levyed, executed, or satisfied. **And** that he the said *J. S.* his Executors, Administrators, and Assigns, nor any of them, shall not at any time or times hereafter, release, discharge, or make void the said Bond, Obligation, or Writing Obligatory of 250*l.* nor otherwise any sum or sums of Mony, Penalty, Forfeiture, Debt, Duty, Covenant, or Grant, in them, or any of them, contained or mentioned; neither that any person or persons, by the assent, assignment, or consent of the said *J. S.* his Executors, Administrators, and Assigns, other than the said *Ja.* S. her Executors, or Assigns, Deputy or Deputies authorized, and such person and persons as shall be authorized by these present Indentures, shall commence and prosecute any Action or Actions, Suit or Suits, for, by, and upon, or by reason of the said Bond or Writing Obligatory; or for, by, and upon any sum or sums of Mony, or other Debt or Duty in the same contained, either against the said *H. F.* his Executors, Administrators or Assigns, or any of them; or any other person or persons, claiming or holding, in, by, or under the Right and Title of the said *H. F.* or any of them; or any of their Goods or Chattels; or their or any of their Bodies, Lands, Tenements, and Hereditaments, within the Realm of *England*; nor otherwise shall have, enjoy, take, challenge, or demand to his own use and benefit, any Debt or Profit, in, of, or upon, touching or concerning the said Bond, Obligation, or Writing Obligatory of 250*l.* or any sum or sums of Mony, Debt, Penalty, or other Duty, to be due or payable, by, or by force of the same; or touching, or concerning any other of the Premisses, without the special License, Agreement, and consent of the said *Ja. S.* her Executors, Administrators, or Assigns, or some of them first had and obtained in Writing. **And further** also, For the better strengthening and corroborating of the said grant and assurance of the Premisses, the said *J. S.* for himself, his Heirs, Executors Administrators, and Assigns, and every of them, as well hath constituted, ordained, deputed, and in his place put; and by these presents, doth constitute, ordain, depute, and in his place put the said *Ja. S.* his true, lawful, and irrevocable Attorney; as also doth further grant to, and for the said *Ja. S.* her Executors, Administrators, and Assigns, that it shall, and may be lawful to, and for the said *Ja. S.* her Executors, Deputy, Attorney, and Assign, and every of them, at all times hereafter, and from time to time, for, and until execution be had upon the said Bond, Obligation, or Writing Obligatory of 250 *l.* at her free will and pleasure, for, and in the

Covenant that the Bond is forfeited.
The mony unpaid.
That it neither is, or shall be released by &c.
That the Obliger shall not release.
That none shall sue or take benefit by the Obligation, but the Assignee without the Assignors consent.
Letter of Attorney.

name and names of the said *Jo. S.* and to the only use of the said *Ja.* her Executors and Assigns; and at the only costs and charges in all points of the said *Ja. S.* her Executors, Administrators, and Assigns, lawfully to arrest, sue, or implead the said *H. F.* his Executors, and Assigns; and all and every other person or persons needful, and as the same shall permit, for, and upon the said recited Bond, Obligation, or Writing Obligatory, of 250 *l.* and otherwise to commence, prosecute, and follow, any lawful Process, Suit, Action, Plaint, Plea, or Information, in any Court or Courts whatsoever, and before any Judge or Judges whatsoever. And likewise also to plead any Plea or Pleas, and to proceed and joyn any issue or Issues, and thereupon to pray Judgment and Judgments, and sue and take lawful Execution and Executions, Extent and Extents whatsoever, for and in the name and names of the said *J. S.* his Executors, Administrators, and Assigns; by, or upon the said Obligation, or Writing Obligatory of 250*l.* for any pain, penalty, forfeiture, sum and sums of Mony, or other Debt, Duty, or Demand therein contained, mentioned or specified against the said *H. F.* his Executors, Administrators, or Assigns, or any of them; and against all and every other person and persons needful, as the Law shall permit, against their and every of their bodies; and likewise against their and every of their Lands, Tenements, Hereditaments, Goods, and Chattels; of, for, and concerning the levying, payment, and satisfaction of the said Bond, Obligation, and Writing Obligatory; and all and every the sum and sums of Mony, and other the Debts, Duties, Penalties, and Forfeitures, therein contained or mentioned; and thereby, or by force thereof, to be due and payable, for, and during, and until such time as the same shall be fully and truly satisfied and discharged, and recompensed unto the said *J. S.* her Deputy, Attorney, Executors, and Assigns. *To avow Suits upon the Bond.* **And** the said *Jo. S.* doth further covenant and grant, for himself, his Executors, Administrators and Assigns, by these presents, to and with the said *Ja. S.* her Executors, Administrators, and Assigns; that he the said *Jo. S.* his Executors, Administrators, and Assigns, and every of them, shall and will from time to time, and at all and every time and times hereafter, at the only costs and charges in all points of the said *J. S.* her Executors, Administrators, and Assigns avow, justifie, and maintain all and singular the said lawful Arrests, Suits, Processe, Actions, Plaints, Pleas, Issues, Judgments, Executions, and Extents so to be made, commenced, prosecuted, followed, prayed, or taken as aforesaid: *Not to be Non-suit, or releas'd.* **And also** that he the said *Jo. S.* his Executors, Administrators, or Assigns, or any of them, shall not wittingly nor willingly be non-suit in any such Action or Actions, Suit or Suits, Plea, Plaint, or Process, nor otherwise delay, release, determine, discontinue, or otherwise make frustrate or void, any such Suit or Suits, Process, Processes, Action or Actions, Plaint or Plaints, Plea or Pleas, Issue or Issues, Judgment or Judgments, Execution or Executions, Extent or Extents whatsoever, or any Process or Proceedings before, by these presents indented, or specified to be thereupon taken or pursed, nor otherwise shall or will by any way or means whatsoever, disagree unto, revoke, or countermand the same, or

any

any lawful Grant, Clause, Matter, Assignment, or Authority, limited, granted, given, appointed, in or by these presents, or thereby mentioned, or truly intended, or any part or parcel thereof in any wise. **And further also,** That the said *J. S.* her Executors, Administrators, and Assigns, and every of them shall and may from time to time, and at all and every time and times hereafter, levy, take, receive, have, hold, possess, and enjoy, to their sole, only, and proper use and behoof as aforesaid, all and singular, sum and sums of Mony, Lands, Tenements, Hereditaments, Goods, and Chattels, Advantages and Commodities whatsoever; which at any time or times hereafter, shall be lawfully had, levyed, extended, adjudged, or recovered, by any lawful ways or means whatsoever, by force of the said Bond, Obligation, or Writing Obligatory of 250 *l.* or any matter or thing in these presents contained. **And further also,** That he the said *J. S.* his Executors, Administrators, and Assigns, shall at all time and times hereafter, upon reasonable request to him or them to be made by the said *Ja. S.* her Executors, Administrators, or Assigns, at the costs and charges in the Law of the said *Ja. S.* her Executors, or Assigns, make, do, and suffer to be done, all and singular further lawful and reasonable act and acts, thing and things, conveyance and conveyances in the Law, as by the said *Ja. S.* her Executors, Administrators, or Assigns, or any of their Council learned shall be reasonably devised, advised or required. So as &c. for the sure Making, Granting, Passing, and assuring, unto the said *Ja. S.* her Assigns of the said Bond, and all sums of mony thereby to be due or payable; and also of all and singular such Lands, Tenements, Hereditaments, Goods and Chattels of any person or persons which shall be extended, recovered, had or taken in Execution, by or upon any suit, Judgment, or Execution to be had or given, by, or upon the said Bond, and of all other Debts, advantages profits & commodities, which shall, or may grow, come, or be, by having of the body of the said *H.G.* his Executors, Administrators, or Assigns, in Prison upon any Action or Execution by force of the said Bond and Obligation of 250 *l.* or in any matter or thing in these presents contained or mentioned. **And lastly,** The said *Jo. S.* for himself, his &c. doth further covenant, grant, and fully agree to, and with the said *Ja. S.* her Executors, Administrators, and Assigns, and to and with every of them by these Presents, that she the said *Ja. S.* her Executors, and Assigns, for any act heretofore done, or hereafter to be done by the said *Jo. S.* his Executors, or Administrators, shall or may have full power and authority by virtue of these present, either in her own name (if Law will so permit) or otherwise in the name of the said *Jo. S.* his Executors and Assigns, at her will and pleasure, to release, discharge, compound or agree, with any person or persons to whom it shall appertain, or be thought expedient or needful, of, for, or concerning the said Bond, Obligation, or Writing Obligatory, and for, and concerning any sum or sums of Mony, Debt, Penalty, Forfeiture, Duty, Benefit, Execution, Extent, Advantages, Profit, and Commodity whatsoever, of the said Bond & Obligation of 250 *l.* aforesaid; or of, for, or concerning any other the premisses covenanted, promised, agreed, assigned, or, set over, or authorized to be levyed, taken or raised there upon. **In Witness** &c.

The Assignee to have what shall be recovered to her own use.

Further assurance.

As well of the Bond, as of what shall be recovered thereby.

To release compound, or agree.

A

A very good Assignment of a Lease.

Recital of the Lease.

THis Indeture made &c. Between *A. B.* &c. of the one party, and *C. D.* of the other party, Witnesseth, That whereas *H. A.* deceased, by the name of *H. A.* of *W.* in the said County, Gent. by his Indenture of Lease under his Hand and Seal, bearing date the 1. of *May* in the 38. year of the Reign of our late Soveraign Lady Queen *Elizabeth* of *England*, &c. for the considerations therein mentioned, did demise, grant, betake, lease, set, and to Farm-lett, unto the said *C. D.* and his Assigns, all that, and those the Messuage and Tenement, with the Appurtenances in *B.* &c. called *R.* house, then or late in the Tenure, holding, or occupation of *A. B.* Father of the said *A. B.* or of his Assign or Assigns; or by what other name soever the said Messuage was then called or known &c. *To have and to hold* the said Messuage and Tenements, and all and singular the said Edifices, Houses, Buildings, Yards, Orchards, Gardens, Closes, Inclosures, Fields, Meadows, Pastures, Parcels of Land, and all other the Premisses, with the Appurtenances before therein metioned, to be demised whatsoever; and the Reversion and Reversions thereof unto the said *A. B.* his Executors, Administrators, and Assigns, from and immediately after the decease of the said *A. B. J. A.* and *Ann. A.* unto the end of the term; and for, and during all the whole term-time, and space of 41 years then next and immediately following, fully to be compleat, ended and determined, without impeachment of any manner of Wast, for building, in, or upon the premisses, or for digging or getting of Marle, or of any manner of Under-wood, to be spent and bestowed in, and upon the Premisses, and not elsewhere; yielding and paying therefore yearly, during the said term of 41 years, from and after the commencement thereof, to the said *H. A.* his Heirs and Assigns, the yearly Rent of 13 *s.* 4 *d.* of &c. at the Feast-days of the Nativity of St. *John Baptist*, and the Birth of our Lord God, by even portions, the first day of Payment thereof, to comence and begin at such of the said Feasts, as should chance to be next after the death of the Survivor, and longest liver of them the said &c. and further as in, & by the said Indenture of Lease, relation thereunto being had, may more plainly and at large appear. And whereas, The said *H. A. Alice A.* then wife of the said *H.* and *E.* Son and Heir apparent of the said *H.* for the better confirming of the said Indenture of Lease, and the Estate and Term therein, and thereby granted, have by their Indenture of Covenants, bearing date the 2*d.* of *May* in the said 38 year of the Reign, of our late Sovereign Lady *Q. Elizabeth*, for the consideration therein mentioned, covenanted, and agreed to, and with the said *A. B.* his Executors and Assigns, that the said *H. A. Alice* then his wife, and the said *E. A.* the Son, should at the next Assizes, or General Sessions, for Pleas, then to be holden at *Lancaster*, before the Justices or Justice of our said late Sovereign Lady *Q. Eliz.* her Heirs or Successors there for the time being

Recital of a Deed to Levy a Fine.

being levy, and acknowledge a Fine *Sur Conuſance de Droit come ceo*, &c. with Proclamation in due form of Law, to *J. W.* and *J. S.* and their Heirs, of all and ſingular the ſaid Meſſuage and Tenement, and all & ſingular the Premiſſes, with the Appurtenances, compriſed and mentioned in the ſaid Indenture of Leaſe, by the name of one Meſſuage, 2 Gardens, 18 acres of Land, 6 acres of Meadow, and 7 acres of Paſture, with the Appurtenances in *B.* **And**, it was thereby further agreed by, and between all the ſaid parties, That the ſaid Fine ſo to be levied and acknowledged, as is aforeſaid, at all times after the levying and ingroſſing thereof, and the Lands & Tenements therein to be contained, ſhould be to the uſes of the ſaid *A. B.* and his Aſſigns, for, and during all the Term of 41 years, mentioned in the Indenture of Leaſe, with other uſes therein expreſſed. And immediately after the determination of 41 years, then to the uſe of the ſaid *H. A.* and his Aſſigns for ever. And further, as in and by the ſaid laſt recited Indentures (relation being thereunto had) may more at large appears. *For Confirmation of the Leaſe.*

And, whereas a Fine was levied in the Court of our ſaid late Sovereign Lady Queen *Elizabeth*, at *Lancaſter*, upon Tueſday the 10th day *Aug.* in the year of the Reign of our ſaid late Soveraign Lady Queen *Eliz.* &c. the 38 before her Majeſties then Juſtices at *Lancaſter*, and other between the ſaid *J. W.* and *J. S.* Plaintiffs, and the ſaid *H. A.* Gent. and *Alice* his wife, and *Ed. A.* Son and Heir apparent of the ſaid *H.* Deforceants, of 1 Meſſuage, 2 Gardens, 18 acres of Land, 9 acres of Meadow, and 7 acres of Paſture, with the Appurtenances in *B.* as by the ſaid Fine more at large it doth and may appear. *Recital that the Fine was Levied accordingly.*

And whereas ſince the making of which ſaid Indenture of Leaſe, the ſaid *J. A.* and *Anne A.* are dead. *Conſideration.*

Now this Indenture further witneſſeth, That the ſaid *A. B.* for and in conſideration of the ſum of 60*l.* of good &c. to him in hand paid by the ſaid *C. D.* at, and before the enſealing of theſe preſents, whereof and wherewith the ſaid *A. B.* doth hereby acknowledge himſelf well and truly ſatisfied and paid, and thereof, and of every part and parcel thereof doth clearly acquit, exonerate, and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, and every of them, for ever, by theſe preſents, **Hath** given, granted, aſſigned, and ſet over, and by theſe preſents, doth fully and abſolutely grant, aſſign, and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, all and every the ſaid Meſſuage and Tenement, Lands and Premiſſes &c. together with the recited Indenture of Leaſe, and all the Eſtate, Right, Title, Intereſt, Common Right, Power, Poſſibility, Claim and Demand whatſoever, which the ſaid *A. B.* now hath, or ought to have, or can, or may by any ways or means hereafter, ask, challenge, or demand, of, in or to the ſaid Meſſuage and Tenement, Lands and other the Premiſſes before mentioned, or of, in, or to all, or any part or parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders of all and every the ſaid Premiſſes, with the Appurtenances whatſoever: *Aſſignment.*

To have and to hold, all and every the ſaid Meſſuage and Tenement, Lands and Tenements, and Hereditaments, and all other the Premiſſes whatſoever hereby granted, meant or mentioned to be granted, with all and ſingular their and every *Habend.*

of

of their Appurtenances, and every part and parcel thereof, together with the said Indenture of Lease; and all the Estate, Right, Title, Interest, Power, Possibility, Claim and Demand whatsoever, which the said *A. B.* hath, or ought to have, or can, or may by any means ask, challenge, or demand, of, in or to the said Messuage and Tenement, Lands, or other the Premisses, with the Appurtenances, or of, in, or to, any part thereof, and the Reversion or Reversions, Remainder and Remainders of all and every the said Premisses, to the said *C. D.* his Executors, Administrators, and Assigns, from and immediately after the death and decease of the said *A. B.* unto the end of the term, and for, and during all the whole term, time and space of 41 years then next and immediately ensuing and following, fully to be compleat, ended, and determined, without Impeachment of, or for, any manner of Waste for building in, and upon the said Premisses, or any part thereof, or for digging or getting of *Marle*, or of any manner of Under-wood to be spent and bestowed in and upon the said Premisses, or some part thereof, in as full, large, ample, and beneficial manner, and form, to all intents and purposes, as the said *A. B.* might or could in any wise have held and enjoyed the same, Yielding and paying therefore yearly during all the term hereby granted to the Heirs of the said *H. A.* the yearly Rent of 13 *s.* 4 *d.* currant &c. at such Feasts and times as in the said Indenture of Lease is mentioned and declared. **And** The said *A. B.* for himself, his Executors, Administrators, and Assigns, doth covenant and grant to, and with the said *C. D.* his Executors, Administrators and Assigns, & to and with every of them by these presents, That he the said *A. B.* now hath full power, good and lawful authority to grant and assign the said Messuage and Tenement, and all other the said Premisses, with the Appurtenances, to the said *C. D.* his Executors, Administrators and Assigns, for, and during all the term hereby granted, in manner and form aforesaid: **And that** he the said *C. D.* his Executors, Administrators, and Assigns, shall and may at all times, during the term hereby granted, and according to the true and plain meaning of these presents, peaceably and quietly have, hold, occupy and enjoy all and every the said Messuage and Tenement, Lands, and other the Premisses, with the Appurtenances, without any manner of let, stop, suit, trouble, ejection, eviction, interruption or disturbance of the said *A. B.* his Executors, Administrators, or Assigns, or any of them, or of any other person or persons whatsoever: **And also** acquitted, exonerated, discharged, or otherwise well and sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Gifts, Grants, Assignments, Joyntures, Dowers, Judgments, Executions, Forfeitures, and of and from all other charges and incumbrances whatsoever, had, made, suffered or done, or hereafter to be had, made, suffered, or done by the said *A. B.* his Executors, Administrators, and Assigns, or any of them, or by any other person or persons whatsoever. **And**, The said *A. B.* for him, his Executors, Administrators, and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators, and Assigns, and to and with every of them by these presents, That he the

Without impeachment of Waste.

Reddend. 13 *s.* 4 *d.*

Covenant that he hath power to Assign.

For quiet enjoying.

Saved harmless from Incumbrance.

the ſaid *A. B.* ſhall and will at all times hereafter, and from time to time, during the natural life of the ſaid *A. C.* at the reaſonable requeſt, coſts and charges in the Law of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, do, make, knowledge and execute, or cauſe to be made, done &c. all and every ſuch further act and acts, thing and things, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further aſſurance, ſurety, and ſure making and conveying of all and every the ſaid Meſſuage and Tenements, Lands, and other the Premiſſes before mentioned, with the Appurtenances, and every part thereof, to the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, for and during all the term hereby granted, as by the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, or any of them, or his or their Council learned, ſhall be reaſonably deviſed, adviſed, and required. *Covenant for further aſſurance.*

And, That he the ſaid *A. B.* ſhall & will at all times hereafter, and from time to time ſo often as need ſhall require, during the natural life of the ſaid *A. B.* upon his and their own proper coſts and charges, well and ſufficiently repair, maintain and uphold all the houſes and buildings, hedges and ditches, now in the occupation of the ſaid *A. B.* and being parcel of, and belonging to the ſaid Meſſuage and Tenement; and the ſame ſo repaired in good and Tenantable repair, ſhall and will leave and yield up at the death of the ſaid *A. B.* *That the Aſſignor ſhall repair &c. during his life.*

And, The ſaid *C. D.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to, and with the ſaid *A. B.* his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will peaceably and quietly permit and ſuffer *E. B.* now wife of the ſaid *A. B.* her Aſſigns, to have, &c. all and every that and thoſe Buildings, and parcels of Buildings, Lands, and premiſſes hereafter mentioned, ſituate in *B.* aforeſaid, and being parcel of, and belonging to the ſaid granted Meſſuage and Tenement, (that is to ſay) all that Building called the Parlour, with all the Rooms, over and above the ſame, and all that part of the Chamber next adjoyning to the ſaid Parlour, as 'tis now divided at the Sommer thereof, with liberty to bake and brew in the Kitchin, & to fetch water at the Well, and free way & paſſage into, and from the ſaid Parlour and Kitchin: And alſo, That one Bay, or binding of Building, with a piece of Bay thereunto adjoyning, ſtanding in the Eaſt-end of the Barn, and liberty in the Threſhing Bay to Threſh in, winnow, load, or unload, any manner of Corn, or Straw, with other Neceſſaries in the ſame, and liberty and free way of paſſage, with Carts, Carriages on Horſeback, and on foot, into, and from the ſame, &c. *Covenant that the Aſſignee ſhall permit the wife of the Aſſignor to enjoy ſome rooms &c. And to have liberty to Bake and Brew in the Kitchin, and to fetch water at the Well.*

And moreover, the ſaid *A. B.* for the conſiderations aforeſaid, hath given, granted, bargained and ſold, and by theſe preſents, doth freely and abſolutely give, grant, bargain and ſell unto the ſaid *C. D.* all the Glaſs and inner Doors ſtanding in the dwelling Houſe belonging to the ſaid Meſſuage, and in all other Chambers and Rooms belonging thereunto, and all the Shelves and Forms, as the ſame are now ſtanding in the dwelling Houſe and Rooms aforeſaid; and all that Braſs Pan now uſed for a Furnace: **To habe**, &c. all and every the ſaid Goods and Chattels before mentioned, to the ſaid *C. D.* *A ſale by the Aſſignor to the Aſſignee of the glaſs and inner doors, ſhelves &c.* *Habend.*

his

his Executors, &c. from the date hereof for ever. Provided, and it is agreed by, and between the ſaid parties, That the ſaid *A. B.* and *E.* his wife, ſhall have the uſage of the ſaid Goods, during the natural lives, and the longeſt liver of them, the ſame parcels of Goods ſtanding, and ſo ſhall remain and ſtand in the ſame places where they now ſtand. In Witneſs whereof, &c.

Proviſo that the Aſſignor and his wife ſhall have the uſe of the Goods during their lives.

An Aſſignment of a Leaſe, with Covenants to transfer the benefit of the Covenants in the Leaſe, and of the Bond upon the ſame.

Recital.

THis Indenture &c. Between *E. N.* on the one party, and *R. B.* on the other party, Witneſſeth, That, whereas *A. M.* Eſquire, Son and Heir of *R. M.* Kt. late Citizen and Alderman of *L.* demiſed, by his Indenture of Leaſe bearing date the 5th of *July* &c. did Demiſe &c. to the ſaid *E. N.* all that Meſſuage or Tenement called the Sign of the *F.* &c. Situate &c. except and reſerved out of the ſaid Leaſe &c. *To have* &c. yielding &c. as by &c. Now the ſaid *E. N.* for, and in conſideration of the ſum &c. whereof &c. hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents &c. unto the ſaid *R. B.* as well the ſaid Indenture of Leaſe, as alſo all the Eſtate Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Term of years, Claim, and Demand whatſoever, which he the ſaid *E. N.* hath, or ought to have, to, of, or in the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, Ware-houſes, and to, of, and in all and ſingular other the Premiſſes, with the Appurtenances, and to, of, and in all every part or parcel thereof, together with al Rents, and yearly profits reſerved upon any Demiſe, Leaſe, or Grant, which the ſaid *E.* hath made of the Premiſſes, or of any parcel thereof: To have and to hold all and ſingular the Premiſſes before by theſe preſents bargained, ſold, aſſigned and ſet over unto the ſaid *R. B.* his Executors, Adminiſtrators, and Aſſigns, from henceforth, for, and during, and unto the full end and accompliſhment of all the reſidue of the years that are now to come and unexpired of the ſaid term of 30 years, in as large and ample manner and form in every repect as the ſaid *E.* may, can, might, ſhould, or ought to have and enjoy the ſame by virtue of the ſaid Indenture of Leaſe, or by any other ways or means whatſoever. And, The ſaid *E. N.* covenanteth &c: That the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, Ware-houſes, and all and ſingular other the Premiſſes, with their Appurtenances, and every part and parcel thereof, at the enſealing and delivery of theſe preſents, are, and be, and ſo from henceforth lawfully may be, remain, and continue unto the ſaid *R. B.* his Executors, and Aſſigns, for, and during all the reſidue of the ſaid term of 30 years that are now to come and not expired, free and clearly acquit &c. exonerated, diſcharged, or otherwiſe by the ſaid *E. N.* his Executors, or Aſſigns, &c. all

Conſideration. Aſſignment.

Habend.

Covenant to diſcharge Incumbrances.

all times ſaved and kept harmleſs, of, and from all ſingular former Bargains, Sales, Gifts, Grants, Leaſes, Rents, arrearges of Rents, Recentries, Forfeitures, and of, and from all and every other charges, troubles and incumbrances whatſoever had, made, committed, or done by the ſaid *E.* or by any other perſon or perſons by, or under his Eſtate, Right, or Intereſt, **The foreſaid** yearly Rent of &c. reſerved by the ſaid Indenture of Leaſe, and other the Covenants, Grants, Articles and Agreements in the ſame Leaſe contained, which on the part and behalf of the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, and every or any of them from henceforth are or ought to be paid, obſerved, performed and kept; **And alſo**, one Leaſe which heretofore the ſaid *E.* hath granted by his Deed indented, bearing date &c. to *J. W.* &c. of a Shop, parcel of the Premiſſes for the term of &c. which did comence at the Feaſt &c. next enſuing the date of the ſame Leaſe, and upon which Leaſe, the yearly Rent of *6l.* of lawful &c. is reſerved; and during the continuance thereof from henceforth ſhall be true and payable to the ſaid *R. B.* and his Aſſigns, for any act had, made, or done by the ſaid *E. N.* only except and forepriſed. **And further**, The ſaid *E. N.* covenanteth &c. in manner and form following; That is to ſay, That he the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, at his and their own proper coſts and charges, without any Nonſuit, Releaſe, Retraxit, or other Lett, Prejudice, or Interruption of him the ſaid *E.* his Executors, Adminiſtrators, or Aſſigns, not only ſhall and may have, purſue and maintain the name of the ſaid *E.* his Executors, or Adminiſtrators, all and every Action and Suit, Judgment and Execution, upon all and every Bond, Covenants, Grants and Agreemets whatſoever made unto him the ſaid *E.* touching or concerning the Premiſſes, or any part thereof, **But alſo** that he the ſaid *R.* his Executors and Aſſigns, ſhall, or may have and enjoy the full effect, advantage, and commodity of all and every ſuch Bond, Covenant, Action, Suit, Judgment and Execution to his and their own uſe, for any Deed or Thing whatſoever, had, made, committed, or done, or to be had &c. by the ſaid *E.* his Executors or Adminiſtrators. **And that** he the ſaid *E.* heretofore hath not releaſed, diſcharged, or acquitted, or his Executors or Adminiſtrators, ſhall not releaſe &c. hereafter any the Covenants, Grants, Agreements or Bonds aforeſaid, without the requeſt and conſent of the ſaid *R. B.* his Executors or Adminiſtrators or Aſſigns. **And** for the better prevailing in all and every the Suits, Judgments and Executions aforeſaid, ſhall, and will avouch and allow of all and every the ſaid Suits, Judgments and Executions which the ſaid *R.* his Executors, Adminiſtrators or Aſſigns, ſhall bring and proſecute againſt any perſon or perſons upon any the Covenants, Grants, Agreements, and Bonds, aforeſaid, or any of them, either in the name or Names of the ſaid *E. N.* his Executors, Adminiſtrators, or any of them. **And** The ſaid *R. B.* covenanteth &c. That he the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, ſhall at all times hereafter, and from time to time clearly acquit, diſcharge, ſave and keep harmleſs the ſaid *E.* his Executors and Aminiſtrators, againſt the ſaid *A. M.* his Heirs and Aſſigns and all others, as well of, and for the payment

Exception.

Covenant that that Aſſignee may ſue in the Aſſignors name.

And have the benefit to his own uſe.

That the Aſſignor ſhall not releaſe without conſent.

And ſhall avow, &c.

That the Aſſignee ſhall ſave the Aſſignor from all Rents, &c.

payment of the ſaid yearly Rent of &c. reſerved by the ſaid Indenture of Leaſe, which from henceforth ſhall grow due to be paid by vertue of the ſame Indenture, as alſo of, and for all and every Covenant, Grant, Article and Agreement compriſed or ſpecified in the ſaid original Indenture of Leaſe, which on the part and behalf of the ſaid *E.* his Executors, Adminiſtrators and Aſſigns, and every, or any of them from henceforth ſhall of right accrue, or grow to be performed or kept according to the purport and true meaning of the ſaid Indenture of Leaſe; and alſo of, and from all and every Bond and ſpecialty made by the ſaid *E.* to the ſaid *A. M.* for performance of the Covenants, Grants, and Agreements compriſed in the ſaid original Indenture of Leaſe. **And**, The ſaid *E. N.* covenanteth &c. That he the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, ſhall, or may have, hold, and enjoy the ſaid Meſſuage, &c. and all other the Premiſſes above by theſe preſents bargained and ſold, for and during all the reſidue of the ſaid term of &c. now to come and not expired by and under the payment of the ſaid yearly rent of &c. and the performance of the Covenants and Agreements aforeſaid contained in the ſaid Indenture of Leaſe hereafter to grow due, to be paid and performed on the behalf of the ſaid *E.* and his Aſſigns, without any Let or Impediment to happen by the ſaid &c. or by reaſon of any Act or Thing heretofore by him or his Aſſigns, done, cauſed, or committed; The ſaid Leaſe made to the ſaid *F. W.* only except. **In Witneſs** &c.

And perform Covenants.

That the Aſſignee paying the Rent and performing the Covenants in the Original Leaſe ſhall enjoy &c.

An Aſſignment of two Leaſes.

Brutal Recitals, Conſideration and Aſſignment of the two Leaſes.

THis Indenture &c. **Witneſſeth**, &c. **That whereas** &c. **And whereas** moreover &c. the ſaid *T. T.* in conſideration &c. **Hath** bargained, ſold, aliened, tranſported, aſſigned, and ſet over, and by theſe preſents &c. unto the ſaid *H. W.* his Executors, Adminiſtrators, and Aſſigns, to the proper uſe and behoof of the ſaid *H. W.* his Executors, Adminiſtrators, and Aſſigns, as well the ſaid two ſeveral Indentures of Leaſes above recited, and either of them; as alſo all and every the Right, title, eſtate, intereſt, term and terms of years, claim and demand, that he the ſaid *T. T.* hath, ſhould, may, might or ought to have, or claim of, in, and to the ſaid Tenement &c. and all and ſingular other the Premiſſes by the ſaid ſeveral Indentures of Leaſes, or either of them ſeverally demiſed, with all and every their Appurtenances by virtue or means of the ſame ſerveral recited Indentures of Leaſes, or either of them, or any Thing or Things in them, or either of them contained or mentioned, or otherwiſe. **And**, The ſaid *T. T.* covenanteth &c. That the ſaid ſeveral Indentures of Leaſes, and either of them, and alſo all and every the ſeveral Premiſſes by them, or either of them, demiſed or letten, and every part and parcel thereof, ſhall from time to time, and at all times hereafter, remain, continue, and be

Covenant that the premiſſes aſſigned.

be unto the ſaid *A. W.* his Executors, Adminiſtrators, and Aſſigns, according to the true meaning and intent of this preſent Indenture, for and during all the reſidue of the ſaid ſeveral terms of years, in the ſame ſeveral Indentures of Leaſes, ſeverally mentioned and expreſſed, free and clearly diſcharged, or otherwiſe by the ſaid *T.* his Executors &c. ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains &c. had, made, done, and committed, by the ſaid *T.* or by any other perſon or perſons, by his aſſent, title, or procurement, **The Rents**, and Covenants in the ſaid Indentures of Leaſes, of either of them contained, or ſpecified, and every of them from henceforth to be due, paid, performed, or done, for the ſeveral Premiſſes aforeſaid, and alſo on Re-entry ſuppoſed to be made by *J. C.* into the Premiſſes demiſed by the ſaid *J. H.* to the ſaid *T. T.* as aboveſaid, only except and forepriſed. **In Witneſs**, *&c.*

Shall be to the Aſſignee during the Terms free from Incumbrances, except the Rents and Covenants in the Original Leaſes.

An Aſſignment of a Leaſe not in Eſſe.

THIS *Indenture* &c. Between *J. P.* &c. on the one party, and *R. R.* on the other party, *Witneſſeth*; That whereas *R. R.* Kt. deceaſed, by his Indenture of Leaſe, Dated &c. for the conſideration therein mentioned, did Grant, Demiſe and let to Farm unto the ſaid *J. P.* by the name &c. for the term of 21 years next to enſue, from the Feaſt &c. which ſhould be in the year of our Lord God 1650. and for certain yearly Rents therein reſerved, all that his Mannor place or Farm-houſe &c. except as in the ſaid Indenture of Leaſe is excepted: As by the ſaid Indenture of Leaſe, containing divers other Covenants, Articles, and Agreements, more at large it may and doth appear. **The ſaid** *J. P.* for and in conſideration of the Sum of 180 l. &c. whereof &c. **Hath** bargained, ſold, granted, aliened, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely bargain &c. as well the ſaid Indenture of Leaſe, and all the Eſtate and term of years, thereby granted and limited, or mentioned to be granted or limited, of and in the ſaid Mannor, Place, or Farm-houſe, and all and ſingular other the Premiſſes with the Appurtenances, and every, or any part or parcel thereof: And all the Right, Title, Intereſt, Reverſion, Term of years, and Demand whatſoever, that he the ſaid *J. P.* hath, may, might, ſhould, or of Right ought to have, by vertue or means of the ſaid Indenture of Leaſe or otherwiſe of, in, or to the ſame Mannor, Place, or Farm-houſe, and all other the Premiſſes, with their Appurtenances, or any part or parcel thereof: As alſo one Deed of *R.* now Lord *R.* under his Hand and Seal, bearing date 4 *Martii ultim. præterit.* whereby he hath for him, his Heirs, Executors, and Aſſigns, given his full aſſent, conſent, and agreement, with full power and authority unto the ſaid *J. P.* to give, alien, let, or ſell, the ſame Leaſe to any perſon or perſons, at the beſt diſcretion of him the ſaid *J. P.* for ſo many years as the ſaid Leaſe doth continue, and not above. *To have*, hold,

Recital.

The Aſſignment.

Habend.

hold, and enjoy the ſame together with the ſaid eſtate and term of years, and all and ſingular other the Premiſſes, and every part and parcel thereof, to the ſaid *R. R.* his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe and behoof, for, and during all the ſaid term of 21 years, contained or mentioned in the ſaid recited Indenture of Leaſe, in as large and ample manner and form, as the ſame and every or any of them may be had, holden, and enjoyed, in or by the Law. **And**, The ſaid *J. P.* covenanteth &c. That the ſaid Indenture of Leaſe, and the eſtate and term of years aforeſaid, and every part and parcel thereof, and all and ſingular other the Premiſſes, above by theſe preſents mentioned to be bargained, ſold, or aſſigned over, and every parcel thereof, now are, and be, and at the ſaid Feaſt &c. which ſhall be in the ſaid year of our Lord God 1650. ſhall be, and from thenceforth for, and during all the ſaid term of 21 years, mentioned in the ſaid Indenture of Leaſe, ſhall or may remain, be, and continue unto the ſaid *R. R.* his Executors, Adminiſtrators, and Aſſigns, and by him and them, to his and their own proper uſe and behoof ſhall, or lawfully and quietly may be, for and during all the ſaid term of 21 years, had, holden, occupied, poſſeſſed and enjoyed, free and clearly, diſcharged, or otherwiſe by the ſaid *J. P.* his Heirs, Executors, or Adminiſtrators, ſufficiently ſaved harmleſs, of and from, all and all manner of Bargains, Sales, Aſſignments, Grants, Leaſes, Alienations, Incumbrances, act, and acts whatſoever, had, made, done, occaſioned, or willingly ſuffered to be had &c. by the ſaid *J. P.* his Executors, or Adminiſtrators, or any of them, or any other perſon or perſons, by his or their means, conſent, procurements, the Rents, Covenants, Articles, Conditions, and Agreements ſpecified in the ſaid Indenture of Leaſe, on the behalf of the ſaid *J. P.* or his Aſſigns, to be paid and performed, only except and forepriſed: for and concerning the which Rents &c. and every of them, the ſaid *R. R.* covenanteth &c. that he the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will ſave harmleſs the ſaid *J. P.* his Executors, and Adminiſtrators, and every of them, for and during the ſaid term of 21 years, contained in the ſaid Indenture of Leaſe: *In Witneſs &c. Dat. 26 July.*

Covenant to ſave from Incumbrances.

An Aſſignment of ſeveral terms in Leaſes of a Ferry by Letters Patents.

Recital of Letters Patents.

THis Indenture &c. Between *T. M.* &c. and *U.* his Wife of the one party, and *T. L.* of the other party, *Witneſſeth*, That whereas our late Soveraign Lord King *James*, by his Highneſs Letters Patents, bearing Date &c. for the conſiderations therein ſpecified and expreſſed, did demiſe, grant, betake, and to Farm let unto *E. C.* and *E. S.* Gent. among other things: All that paſſage of Water upon the *Thames*, called *Ferry*, with all and ſingular the profits, commodities, and advantages whatſoever, to the ſaid Paſſage belonging or appertaining, lying, and being in the Town of

of *R.* in the County of *S.* between &c. on the West end &c. *To have, and to hold,* to the said *E.C.* and *E.S.* their Executors and Assigns, from the Feast of the Annunciation of the Blessed Virgin *Mary,* which then should be in the year of our Lord God 1622. unto the end and term, and for and by, and during all the term of 40 years, from thence ensuing, and fully to be compleat and ended. Yielding and paying therefore from thenceforth, yearly unto the said Kings Majesty his Heirs and Successors, the yearly Rent of 13 s. 4 d. of lawful Money of *England,* at the Feast of Saint *M.* the Arch-Angel, And the Annunciation of the blessed Virgin *M.* at the receipt of the Exchequer of his Highness, his Heirs and Successors, or to the hands of the Bayliffs, or receivers of the Premisses for the time being, by equal portions to be paid, during the term aforesaid, granted in and by the said Letters Patents, as in and by the said Letters Patents, amongst other things therein contained, more plainly and at large it doth or may appear. The residue of which term by mean Assignments and Conveyances in the Law, came to the Right Honourable the Lady *J.* Countess of *S.* as by the same mean Assignments and Conveyances may further appear. **And whereas,** one *G. W.* &c. did by his Indenture of Lease, bearing date &c. according to a License in that behalf, Demise unto one *N. W.* amongst other things five acres of customary Lands in the Fields of *T.* &c. for the term of 42 years from thence next ensuing, and fully to be compleat and ended. **And whereas,** *M.W.* late wife of the said *N.W.* and sole Executrix of his last Will and Testament, by her Deed in Writing, bearing date &c. did for the considerations therein expressed, Grant and Assign unto one *J. B.* the residue of the said term of 42 years, in one acre and one rood of arable Land, being parcel of the said five acres, lying in and upon one Flat or Furlong of ground called the *W.* in the East Field of *T.* aforesaid, towards the said Ferry, which by mean Assignments and Conveyances in the Law, came to the said Countess of *S.* as by the same may appear. **And whereas,** The Right Honourable Lady *M.* Countess of *H.* did by her Indenture bearing date &c. lett and set to the said Countess of *S.* two Messuages called the Ferry Meads, containing &c. one other Meadow containing &c. one other Close called by the name of the Plow-close, containing &c. lying and being in the Parish of *T.* aforesaid, with all ways, easements, commodities, and Appurtenances thereunto belonging. *To have and to hold,* to the said Countess of *S.* and her Assigns, from the Feast day of the Annunciation of the blessed Virgin *Mary* last past before the date thereof, for and during the term of 6 years from thence next ensuing, at and under the yearly Rent of 30 l. payable in such manner and form as in that Indenture is mentioned, as by the said Indenture may further appear. **And whereas,** The said *J.* Countess of *S.* by her last Will in Writing, bearing date &c. did bequeath to the said *U.* by the name of *U.C.* the said several Terms of and in the Premisses, and of the same her Will, made the said *U.* her sole Executrix; who since the decease of the said Countess, hath in due form of Law proved the said Will, and taken upon her the Execution thereof, as by the same Will, and Probate thereof, under the Seal of the

Habend to the Letters Patents.

Recital of a Lease of Lands.

The Recital of a Lease of two Meadows.

Recital of a Will.

The Assignment of the Leases.

prerogative Court of *Canterbury*, may further appear. **Now this Indenture Witnesseth**, that the said *T. M.* and *V.* his Wife for a good and valuable consideration in money to them paid by the said *T. L.* the receipt whereof they do acknowledge by these presents, have granted, bargained, sold, assigned, and set over; and by these presents do grant, bargain, sell, assign, and set over, unto the said *T. L.* the said Leases, mean Assignments, and Conveyances, and all the residue of the said several Terms yet to come in the Premisses, and every part and parcel thereof, and all the Right, Title, Terms, Interest, Estate and Demands, of, in, or unto the same Premisses, and every part and parcel thereof, and all those two Boats commonly called, the one by the name of the Horse-Boat, and the other by the name of the Ferry-Boat, riding or rowing, at or near the said Ferry, with the Chains and other things thereunto belonging. **To have and to hold**, the said Boats with the said Chains and other things thereunto belonging unto the said *T. L.* and his Assigns, as his and their own proper Goods and Chattels for ever. **And, To have and to hold**, all the residue of the Premisses, unto the said *T. L.* and his Assigns, for and during all the residue of the said several Terms respectively, and in as ample manner and form, to all intents and purposes, as the said *T. M.* and *V.* his wife, or either of them, their or either of their Executors, or Assigns, may, can, or ought, to hold, and enjoy the same by force of the said Letters Patents, Leases, Assignments, Conveyances and Devises, or by any of them, and by any other ways and means whatsoever. **And**, The said *T. M.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, promise and agree to, and with the said *T. L.* his Executors, and Assigns, by these presents, that he the said *T. L.* his Executors, and Assigns, shall or may from henceforth during the residue of the said Term of 42 years, hold and enjoy the said one acre and one Rod of arable Land in the said flat or furlong called the *W.* and receive and take the Rents, Issues and Profits thereof to his or their own use without any let, suit, trouble, eviction, expulsion, disturbance, interruption or incumbrance of or by the said *T. M.* and *V.* his Wife or either of them, or of, or by any person or persons, having or claiming either in Law or in equity, by, from, or under them or either of them, or by, from, or under the said Countess of *S.* or by, from or under *H. L.* Kt. or by, from or under his or her or their, or either, or any of their Right, Title, Interest, Act, Estate, Means, Assent, Privity, or Procurement. **And** That the said *T. L.* his Executors, and Assigns under their several Rents, Covenants and Agreements, respectively in the said Letters Patents and Leases thereof contained, shall or may from henceforth have, hold, and enjoy all the residue of the Premisses and every part and parcel thereof, and take and receive the Rents, Issues, and Profits thereof, to his and their own use, during the residue of the said several terms therein yet to come and unexpired, without any let, &c. other than such as claim by force of the Lease hereafter in these presents excepted. **And**, the said *T. M.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant, and agree, with the said *T. L.* his Executors, and Assigns,

The Boats.

Habend.

Habendum to Lands.

Covenant for enjoying.

A Covenant for quiet enjoying.

A Covenant to free the premisses from incumbrances.

Assigns, by these presents, That all and singular the Premisses, and every part thereof, shall remain, continue, and be unto the said *T. L.* and his Assigns, during the said several terms respectively, free and clear, or otherwise well and sufficiently saved and kept harmless, of, and from all and every other Grants, Bargains, Sales, Devises, Leases, Assignments, Charges, and Incumbrances whatsoever, had, made, committed, done, or suffered, of or by them the said *T. M.* and *V.* his Wife, or either of them, their, or either of their Executors, or Assigns, or any of them, or by any other person or persons, having or claiming by, from, or under them, or either of them; or by, or under the said Countess of *S.* or by, from, or under her, their, or any of their Right, Title, Interest, Act, Estate, Assent, Means, Privity, or Procurement, except the Rents, Covenants, and Services, in the said Letters Patents, and Leases of the Premisses respectively contained; and which from henceforth shall first grow due, of, or on the behalf of the Lessees and Patentees thereof, are, or ought to be done or performed, in respect of the Premisses, or any of them; and except only one Lease, by Indenture bearing date &c. made by the said Countess of *S.* of the said Passage or Ferry to *W. G.* and *H. G.* for the term of 20 years, from the Feast of the Annunciation of the Blessed Virgin *Mary* then last past, whereupon the yearly Rent of 16 l. is reserved, payable in such sort, as in that Indenture is mentioned, which from henceforth, during all the residue of that term, shall remain, continue, and be payable to the said *T. H.* and his Assigns, according to the reservation of that Lease. *Exceptions.*

And whereas, The said *H. G.* and *W. G.* by their Obligation bearing Date &c. became bound to the said Countess of *S.* in the Sum of 40 l. of lawful Money of *England*, with the Condition there under written for their performance of all the Covenants, Grants, and Agreements, on their parts to be performed, mentioned in the said Indenture of Lease to them, made by the said Countess of *S.* as aforesaid; the benefit of which Obligation, the said *T. M.* hath agreed, shall wholly come and accrew to the said *T. L.* Now the said *T. M.* to that intent, doth hereby, for the considerations aforesaid, grant and assign the said Obligation and benefit thereof to the said *T. L.* and doth hereby give and grant unto him the said *T. L.* full power, warrant, and authority (in case the Condition of the said Obligation shall be broken) in the name of him the said *T. M.* and the said *V.* or either of them, to commence and prosecute such Suits thereupon, and do and execute all such Acts, either for recovering of the money which shall become due thereupon, or for releasing or discharging of the said Obligation, as he the said *T. L.* shall think fit. *Assignment of an Obligation for performance of Covenants.*

And lastly, The said *T. M.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant, and agree to, and with the said *T. L.* his Executors, and Assigns, by these presents: That he the said *T. M.* and the said *V.* his Wife, and either of them, their, and every of their Executors, and Administrators, and all and every other person and persons, having, or claiming, either in Law, or in Equity, by, from, or under them, or either of them, or by, from, or under the said Countess of *S.* shall, and will from time to time, and all times hereafter, at the reasonable *A Covenant for further assurance.*

sonable request, cost, and charges, in the Law of the said *T. L.* his Executors, or Assigns, do, and execute all such acts for the further and better conveying of the Premisses, or any part or parts thereof, unto the said *T. L.* his Executors, and Assigns, for, and during the residue of the said several terms respectively, and enabling the said *T. L.* his Executors and Assigns, to have, recover, and receive the benefit of the said Obligation, as by the said *T. L.* his Executors, or Assigns, or any of them, shall be reasonably required. *In Witness*, &c.

An Assignment of Lands granted by Letters Patents, as a security for performance of Covenants, another Indenture.

Recital of the Letters Patents.

THis Indenture made &c. Between *J. P.* of &c. of the one party, and *C. D.* of &c. of the other party, *Witnesseth*; That whereas our Soveraign Lady the Queen, by her Graces Letters Patents, bearing Date &c. did give, grant, and assure unto *P. C.* Knight, all that the Site of the late Monastery of *J.* with the Appurtenances in the County of *S.* and all Orchards, Gardens, and other Commodities to the same belonging, and all that Park or Ground imparked, containing, by estimation, ninescore Acres, commonly called *W. Park* in the said County of *S.* to the said Monastery belonging &c. and all the Rents, Reversions, and Services of all and singular the same Premisses, and every of them, to have, hold, and enjoy the said Site, Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, and Services, and all and singular other the Premisses, with the Appurtenances, to the said *P. C.* and to the Heirs of the body of the said *P. C.* lawfully begotten, or to be begotten; and after the foresaid estate of the said *P. C.* for default of such Issue of his body lawfully begotten, determined, the remainder of all and singular the Premisses with their Appurtenances, and of every parcel thereof to the said *P.* his Executors and Assigns, for, and during the term of 12 years then next following, and fully to be compleat and ended, as by the said Letters Patents, bearing Date as aforesaid, more at large it doth and may appear. **And whereas** the said *P. C.* for sundry Causes him moving, by his Indenture bearing Date &c. did demise, grant, set, and to Farm let, unto the said *J. P.* all the said Site, Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Pastures, Reversions, Services, and Hereditaments, with all and singular their Appurtenances before named; **To have and to hold**, all and singular the said Site, Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Pastures, Reversions, Services, and Hereditaments, with all and singular their Appurtenances, unto the said *J. P.* his Executors, and Assigns, for and during the whole term of 92 years, from the day of the Date of the said Indenture fully to be compleat and ended without impeachment of Waste, if the said *P.* shall happen so long to live, yielding and paying therefore yearly during the said term unto the said *P. C.* his Heirs and

Habend. in the Letters Patents.

Recital of a Demise.

Habend. of the recited Lease.

and Aſſigns, the Sum of 8 l. of lawful money of *England*, at the Feaſt &c. by even and equal portions. **And whereas**, further, the ſaid *P. C.* by his ſaid Indenture for the conſideration aforeſaid, did Give, Grant, Bargain and Sell to the ſaid *J. P.* his Executors, and Aſſigns, the remainder of all and ſingular the Premiſſes, and every part and parcel thereof to him the ſaid *P.* granted by his Letters Patents for the term of 12 years next and immediately following after the aforeſaid eſtate tayl, of the ſaid *P. C.* in the ſame Letters Patents mentioned for default of Iſſue of the body of the ſaid *P.* lawfully begotten ſhall be determined, fully to be compleat and ended, and all the eſtate, term, and intereſt of the ſaid *P.* of, and in, all and ſingular the Premiſſes, in as large and ample manner and form, as he the ſaid *S. P.* his Executors, or Aſſigns, may, might, ought, or ſhould have the ſame, by vertue of the ſame Letters Patents, with other Covenants in the ſame contained, as by the ſaid Indenture bearing Date as aforeſaid, more at large doth and may appear. *Rent upon the recited Leaſe reſerved.*

Now this Indenture further Witneſſeth, That the ſaid *J. P.* for and in conſideration of the Sum of 500 l. of lawful *Engliſh* money to him in hand paid by the ſaid *C. D.* whereof, and wherewith he acknowledgeth himſelf fully ſatisfied, contented and paid, and thereof &c. Hath given, granted, bargained, ſold, and ſet over, and by theſe preſents doth give, grant, bargain, ſell, aſſign, and ſet over unto the ſaid *C. D.* his Executors, and Aſſigns, the ſaid Indenture, And all and ſingular the ſaid Park, Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Leaſows, Feedings, Paſtures, Rents, Reverſions, Services, and all and ſingular other the Premiſſes, with the Appurtenances, and every part and parcel thereof, and all the eſtate, Right, Title, Term of years, and Demand of the ſaid *J. P.* of, in, and to the Premiſſes, and every part or parcel thereof: **To have and to hold**, the ſaid Indenture, and all and ſingular the ſaid Park, Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Leaſows, Feedings, Paſtures, Reverſions, Services and all other the Premiſſes with their Appurtenances, unto the ſaid *C. D.* his Executors, and Aſſigns, for and during all the reſidue of the ſaid term of 92 years, which be yet to come in the Premiſſes, by force of the ſaid Indenture, without impeachment of Waſte, if the eſtate tayle of the ſaid *P. C.* in the ſame his Letters Patents mentioned, for default of Iſſue of his Body lawfully begotten, be determined: And all the Eſtate, Right, Title, Intereſt, and Demand of the ſaid *J. P.* of, in, and to the Premiſſes, and every part and parcel thereof, in as large and ample manner and ſort, as the ſaid *J. P.* now hath and enjoyeth, or of Right ought to have and enjoy the ſame Premiſſes, by force of the ſaid Indenture. *Aſſignment.*

And, The ſaid *J. P.* for him &c. doth covenant &c. That he the ſaid *C. D.* his Executors, or Aſſigns, ſhall and may peaceably and quietly have, hold, &c. the ſaid Site, Park, &c. for and during the reſidue of the 42 years, if the ſaid *S. P.* ſo long ſhall happen to live: And alſo the Remainder of the Premiſſes, for the term of 12 years, in manner and form aforeſaid, without lett, interruption, Suit &c. whatſoever of him the ſaid *J. P.* his Executors, Adminiſtrators, or Aſſigns, or any of them or any perſon, or perſons whatſoever, clearly diſcharged and ſaved harm- *A Covenant for quiet injoying.*

leſs, of and from all manner of Bargains &c. And all other charges and incumbrances whatſoever, had, made, procured, or done by the ſaid *J. P.* or any perſon or perſons whatſoever. **Provided always**, That if the ſaid *E. D.* his Executors, Adminiſtrators, and Aſſigns, and every of them, at all time and times hereafter, and from time to time for his and their parts do not well and truly obſerve, perform, fulfil and keep all and every the Covenants &c. contained in one pair of Indentures made between &c. that then this preſent Aſſignment, Bargain, and Sale, ſhall be utterly void, and of none effect, or elſe *&c. In Witneſs &c.*

Proviſo to be void if Covenants in another Indenture be not performed.

An Aſſignment made by a Truſtee of a Leaſe made to him in truſt.

The Recital of a Leaſe.

THIS *Indenture* made *&c.* between *H. P. &c.* and *J. L. &c.* on the one party, and the Right Honourable *G.* Earl of *Sh. &c.* on the other party, *Witneſſeth*, That whereas *T. R.* Eſq; and *R. C.* Gentleman, by their Indenture bearing date *&c.* for divers conſiderations them moving, and eſpecially at the appointment and requeſt of the ſaid Earl, have demiſed, granted, and to Farm-letten, unto the ſaid *H. P.* and *J. L.* and to *T. C.* Gentleman, now deceaſed, all and ſingular thoſe Mannors or Lordſhips of *W. &c.* with all and ſingular their Appurtenances; all which Lands, Tenements and Hereditaments, they the ſaid *T. R.* and *R. C.* had then lately, of and by aſſurance and conveyance made unto them by the ſaid *E.* as by the ſame Conveyance may appear: *To have and to hold*, to the ſaid *H. P.* and *J. L.* and *T. C.* their Executors and Aſſigns, from and after the natural death of the ſaid *E.* and of the Lady *E.* now his wife, for and during the term of 60 years, from thence next and immediately following, fully to be compleat and ended, yielding and paying during the ſaid Term unto the ſaid *T. R.* and *R. C.* their Heirs and Aſſigns, all and ſingular the Rents and Services for all and every the ſaid Mannors, Lands, Tenements, and Premiſſes, and for every parcel thereof due and accuſtomed, as by the ſaid Indenture of Leaſe more plainly it doth and may appear, which ſaid Leaſe was made to the ſaid *H. P. J. L.* and *T. C.* by the appointment of the ſaid *E.* and upon the ſpecial truſt and confidence, that they the ſaid *H. P. J. L.* and *T. C.* and the Survivor and Survivors of them, ſhould pay the *&c.* unto ſuch perſon or perſons as the ſaid *E.* ſhould nominate and appoint, and that the ſaid *E.* ſhould and might at all times diſpoſe the ſame at his good will and pleaſure; and afterwards the ſaid *T. C.* died, and the ſaid *H. P.* and *J. L.* him over-lived, and by reaſon thereof, the intereſt and term was and is wholly veſted in the ſaid *H. P.* and *J. L.* as Survivors. **Now**, the ſaid *H. P.* and *J. L.* at the requeſt of the ſaid Earl, and by his appointment, according to the ſaid truſt and confidence in them repoſed; have granted, aſſigned, and ſet over, and by theſe preſents do grant, aſſign and ſet over unto the ſaid *E.* the ſaid Leaſe and term

The Habend. of the recited Leaſe.

The Grant and Aſſignment.

term of years, and all the Mannors, Lands, and Premiſſes, and every part and parcel thereof, for, and during all the years and term to them granted and demiſed by the ſaid *A.R.* and *R. C.* and alſo all the eſtate and term of years, which they the ſaid *P. H.* and *J. L.* have or of right ought to have in the ſaid Mannors, Lands, and Premiſſes, by vertue of the ſaid Indenture of Leaſe, or otherwiſe, together with the ſaid Indenture, to the intent, that the ſaid *E.* may uſe the ſame at his good will and pleaſure, And the ſaid *H. P.* and *J. L.* do covenant &c. to, and with the ſaid Earl &c. that the ſaid Mannors and Premiſſes, and the ſaid Intereſt and term of years, are, the day of the Date hereof, clearly freed and diſcharged, of, and from all former Bargains, Aſſignments, and Incumbrances whatſoever, had, made, or done by the ſaid *H. P.* or *J. L.* or either of them &c.

Where a Fine was levyed for 100 *years, the Fine recited, and the Lands aſſigned.*

TO all, to whom this preſent Writing Indented ſhall come, *J.B.* and *H. B.* ſend greeting; whereas by one Fine levyed between *E. S.* Eſq; and *R. F.* Gent. Plaintiffs, *H. S.* Eſq; *D. S.* Siſter and Heir apparent to *E. G.* Eſq; *M.S. T. S.* &c. Deforceants of the Mannors of *L.* St. *B.* in the ſaid County of *T.* and of 200 Meſſuages, 100 Cottages, 100 Toſts, 10 Water-Mills, 10 Fulling-Mills, 10 Wind-Mills, 4 Dove-coats, 100 Gardens, 100 Orchards, 6000 acres of Land, 2000 acres of Meadow, 6000 acres of Paſture, 1000 acres of Wood, 1000 acres of Moor, 1000 acres of Moſs ground, 1000 acres of Turbary, 2000 acres of Heath and Furs, and 20 l. Rent, with the Appurtenances in *H.* &c. in the ſaid County of *T.* And alſo the Advowſon of the Pariſh Church of *E.* by which the ſaid *H. D.* &c. did recognize the foreſaid Mannors, Tenements, and Rent with the Appurtenances, and the Advowſon aforeſaid, to be the Right of the ſaid *E.* as thoſe which the ſaid *E.* and *R.* had of the Gift of the ſaid *H.D.* &c. and the ſame did remiſe and quit claim from them the ſaid *H. D.* and their Heirs, to the ſaid *E.* and *R.* and to the Heirs, of the ſaid *E.* for evermore. **And further more**, the ſaid *H. D.* &c. did for them and the Heirs of the ſaid *D.* that they ſhall warrant to the ſaid *E.* and *R.* and the Heirs of the ſaid *E.* the aforeſaid Mannors, Tenements and Rents, with the Appurtenances, and the advowſon aforeſaid, againſt the ſaid *H.D.* &c. and the Heirs of the ſaid *D.* for evermore. And for the ſame Recognizance; Releaſe, quit Claim, Warranty, Fine, and Concord, the ſaid *E.* and *R.* did grant to the ſaid *T. T.* and *J. B.* the ſaid Mannors, Tenements, and Rents, with the Appurtenances, and the Advowſon aforeſaid, and the ſame to them did give again, *To have and to hold*, to the ſame *T.* and *J.* for the term of 100 years next enſuing, the levying of the ſaid Fine, without impeachment *Habend.*

The Recital of the Fine.

impeachment of Waſt, if the ſaid *E.* ſhould ſo long live. And after that term ended, the ſaid Mannors, Tenements, and Rents, with the Appurtenances, and the Advowſon aforeſaid, wholly to remain to the ſaid *H. S.* and to the Heirs Males of his Body lawfully to be begotten, with divers other Remainders over, as by the ſaid Fine remaining of Record in his Majeſties Court of Common Pleas at *Weſtminſter* more plainly it doth and may appear. By vertue of which ſaid Fine, the ſaid *T. T.* and *J. B.* into the ſaid Mannors, Lands, and Premiſſes, entred, and were thereof lawfully poſſeſſed, for and during the term and ſpace of 100 years, if the ſaid *E. C.* ſo long ſhould live: And they being ſo thereof poſſeſſed, the

Conſideration. ſaid *T. T.* by good and lawful aſſurance in the Law, did lawfully convey and aſſure all his Eſtate, Intereſt, and Demand, in and to the Premiſſes unto the ſaid *J.* by reaſon whereof the ſaid *J. B.* then was, and did ſtand lawfully poſſeſſed of the ſaid whole Term and Intereſt. And he the ſaid *J. B.* being ſo thereof poſſeſſed, did grant and convey all his whole Eſtate and Intereſt in and to the Premiſſes, to the ſaid *H. B.* his Son, and to one *E B.* Gentleman, whoſe Intereſt therein the ſaid *H. B.* by good aſſurance

Aſſignment. and lawful conveyance now hath. **Now know ye,** That we the ſaid *H. B.* and *J. B.* as well for and in conſideration of the Sum of 100 l. of lawful *Engliſh* Money, to us the ſaid *J.* and *H. B.* well and truly contented and paid, before the enſealing and delivery hereof, by the Right Houourable *G. E. D. S.* of which ſaid Sum, we acknowledge our ſelves fully ſatisfied and paid, and thereof do acquit the ſaid *E.* by theſe preſents: As alſo for divers good cauſes and conſiderations, the ſaid *J.* and *H.* thereunto eſpecially moving, Have bargained and ſold, given and granted, and by theſe preſents, do clearly and abſolutely bargain, ſell, give, and grant unto the ſaid *E.* all our Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, Demand, and Term of years, which we or either of us have or ſhould, might or ought to have, of, in, or to, the ſaid Mannors, Lands, Tenements, and other the Premiſſes mentioned in the ſaid Fine, in or to any

Exception. part or parcel thereof by vertue of ſuch Fine (ſuch Intereſt and Term of years, of, and in, one Tenement or Freehold, with the Appurtenances, in *H. B.* commonly called *T.* late in the Tenure or Occupation of *J. C.* the elder, and *J. C.* the younger, only excepted and forepriſed.)

Covenant to free the Premiſſes from Incumbrances. **And,** We the ſaid *J. B.* and *H. B.* do covenant for us, and either of us, and for the Executors, and Adminiſtrators, of us and either of us, with the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, by theſe preſents; That the ſaid Mannors, Lands, and Premiſſes, conveyed and aſſured by the ſaid Fine, and every part thereof (except before excepted) are at the day of the Date hereof, and ſo ſhall continue to the ſaid Earl, his Executors and Aſſigns, during the Term mentioned in the ſaid Fine, free and clearly exonerated and diſcharged, or ſaved harmleſs by them the ſaid *J.* and *H. B.* of and from, all former Bargains, Sales, Charges, and Incumbrances had, made, or done, by us, or either of us, or by the ſaid *E*; (four

A Covenant for enjoying. Tenements, or Farm-holds in *R.* aforeſaid only excepted and forepriſed.) **And,** We the ſaid *J. B.* and *H. B.* do further covenant and grant, for us, our Executors, or Adminiſtrators, with the ſaid *E.* his Executors,

and

and Assigns, by these presents, That it shall and may be lawful to, and for, the said *E.* his Executors and Assigns, *To have, hold,* and enjoy the said Mannors, Lands and Premisses, conveyed and assured by the said Fine, and every part and parcel thereof (except before excepted) for, and during the term of years yet to come, mentioned in the said Fine, without any lawful lett or interruption of us, or either of us, and without any lawful lett or interruption of any other person or persons, lawfully having or claiming, or which may hereafter lawfully have or claim, any good lawful Title or Interest, in, or to, the said Mannors, Lands and Premisses, conveyed and assured by the said Fine, or any part or parcel thereof, by, from, or under, us the said *J.* and *H. B.* or either of us: *In Witness,* &c.

An Assignment of Rent reserved upon a Lease.

THis Indenture made &c. Between *A. B.* &c. on the one part and *C. D.* of &c. on the other party; *Witnesseth,* That whereas the said *A. B.* by his Indentures of Lease bearing Date &c. did demise &c. for the term &c. from the Feast of &c. And for the yearly Rent of 20 l. of &c. payable as by the same Indentures of Lease &c. Now the said *A. B.* for and in consideration of the Sum of 20 l. hath given, granted, assigned, and set over, and by these presents doth fully, clearly, and absolutely give, grant, transport, assign and set over, unto the said *C. D.* the said yearly Rent of 20 l. reserved to him the said *A. B.* his Executors and Assigns, upon and by the said Lease, together with the Reversion of all and singular the Premisses, by the said Indentures of Lease demised, and also all his Right, Title, Interest, Property, Claim, and Demand, of, in, and to all and singular the Premisses: Together also with the Counterpain of the same recited Indentures of Lease: *To have, hold,* perceive, receive, and enjoy the foresaid yearly Rent of 20 l. reserved by the said Lease, and all his said Right, Title, Interest, Property, Claim, and Demand, of, in, and to the same; Together with the Counterpain thereof as aforesaid, unto the said *C. D.* his Executors, Administrators, and Assigns, from henceforth for and during all the residue of the said Term of 10 years yet to come and unexpired, mentioned in the said Lease, in as large and ample manner and form, to all intents and purposes as he the said *A. B.* his Executors, or Administrators, should, may, might or ought to have had, received, and enjoyed the same yearly Rent of 20 l. if these presents had never been had nor made. And, The said *A. B.* doth by these presents assign, authorize, and appoint the said *C. D.* his Executors, Administators, and Assigns, my true and lawful Attorneys irrevocable; of him the said *A. B.* his Executors, and Administrators, to ask, levy, demand, and receive the same Rent from time to time, as the same shall grow due, and to use all such lawful ways and

The Recital of the Lease.

Habend.

and means for the recovery and obtaining thereof from time to time, as he the said *A. B.* his Executors or Administrators, may or might do: And to make any Acquittance of, and for, the same from time to time &c.

An Assignment of Statute, with a Proviso, not to extend certain Lands.

Recital of the Recognizance.

TO all Christian people, to whom this present Writing Indented shall come, I *A. B.* send Greeting &c. Whereas *C. H.* &c. by one Recognizance or Writing Obligatory of the nature of a Statute-Staple made and provided for the recovery of Debts, bearing date &c. taken and acknowledged before *J. K.* of &c. and *W. S.* of &c. is, and standeth bound to me the said *A. B.* in the Sum of &c. to be paid to me the said *A. B.* in such manner as herein is mentioned: As in and by the said Recognizance or Writing Obligatory of the nature of a Statute-Staple, more fully and at large it doth appear:

The Assignment thereof.

Now know yee, That I the said *A. B.* for divers good and just Causes and Considerations me specially moving, have given, granted, assigned, and set over, and by these presents do &c. unto *L. M.* of &c. the said Recognizance and Sum of &c. therein contained. And also I do by these presents assign, ordain, constitute, authorize, and appoint the said *L. M.* my true and lawful Attorney irrevocable for me, and in my name, and to the only use and behoof of the said *L. M.* his Executors and Assigns, to ask, levy, recover, and receive of and against the said *C. H.* his Heirs, Executors, and Administrators, all Lands, Tenements, and Hereditaments, as are or shall be liable to the said Recognizance, the said Sum of 100 l. contained in the said Recognizance and to sue forth the Extent and Execution in that behalf, and also for me, and in my name, to make any end, Composition or Agreement, with the said *C. H.* his Heirs, Executors, and Administrators, or any of them, of and for the same *C. H.* And also for me, and in my name, to make any Acquittances, Releases, and Discharges for the same, and to withdraw the same, and to order and dispose thereof at the will and pleasure of the said *L. M.* his Executors, and Administrators. And also for me,

A Covenant to do no Act to discharge the Recognizance.

and in my name to do and execute all such other Acts and Things for and concerning the said Recognizance, in as ample manner as I my self might or may lawfully do and execute, if I were personally present. **And**, I the said *A. B.* for me, mine Heirs, Executors, and Administrators, do covenant, promise, and grant to, and with, the said *L. M.* his Executors, and Administrators, by these presents, in manner and form following, that is to say, That I the said *A. B.* at any time heretofore have not acquitted, released, or discharged; nor that I the said *A. B.* mine Heirs, Executors, or Administrators, at any time hereafter shall acquit, release,

releaſe or diſcharge the ſaid Recognizance, nor the force nor effect thereof, nor ſtay or hinder any Proceſſes or extent to be had or ſued forth againſt the ſaid *C. H.* his Heirs, Executors, or Adminiſtrators, or any of them; or againſt his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any part thereof, or againſt any other Lands, Tenements, or Hereditaments liable to the ſame, without the conſent and agreement of the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, firſt had and obtained in Writing in that behalf: But that the ſaid *L. M.* his Executors, Adminiſtrators, or Aſſigns, ſhall or may have, take, and enjoy to his or their own proper uſe for ever, without any Account, the whole Benefit of the ſaid Recognizance and Sum of 200 l. therein contained, and all ſuch Lands, Tenements, Hereditaments, Goods and Chattels thereupon had or taken, in as large and ample manner and form, as I the ſaid *A. B.* my Executors, or Adminiſtrators, ſhall, may, or ought to have, take, without any lett, trouble, or interruption, of or by me the ſaid *A. B.* mine Executors, Adminiſtrators, or Aſſigns, or any of us, or any other by our means or procurement. **And alſo,** That I the ſaid *A. B.* mine Executors, and Adminiſtrators, ſhall and will at all times hereafter upon reaſonable requeſt to us or any of us to be made by the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, at his and their coſts and charges, make, ſeal, and as our Acts and Deeds deliver to the ſaid *L. M.* his Executors, Adminiſtrators, or Aſſigns, or any of them, ſuch further Warrants of Attorney, for the better recovery and obtaining of the foreſaid Sum of 200 l. in the ſaid Recognizance mentioned, as by the ſaid *L. M.* his Heirs, Executors, Adminiſtrators or Aſſigns, or by his or their learned Council ſhall be reaſonably deviſed and required. **Provided always,** That it ſhall not be lawful to or for the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, at any time hereafter to have, ſue, or take forth any Extent or Execution of or againſt any of the Lands, Tenements, or Hereditaments, late of the *Chriſtopher*, which he the ſaid *C. H.* lately ſold to one *O. M.* Kt. upon or by vertue of the ſame Recognizance: But that the ſaid *O. M.* his Heirs and Aſſigns, ſhall and may peaceably and quietly enjoy the ſame, without Lett of the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns. **Provided alſo,** That the foreſaid Recognizance of 200 l. ſhall not at any time hereafter be any prejudice, lett or hinderance to any Extent or Execution to be had or taken againſt the Lands, Tenements, or Hereditaments of the ſaid *C. H.* upon one Recognizance or Statute ſtaple of 200 l. bearing date the 10th day of *A.* &c. knowledged by the ſaid *C. H.* to one *L. M.* But that the ſaid *L. M.* his Executors, and Aſſigns, or any of them, ſhall and may (when juſt occaſion ſhall be in that behalf given) extend the ſaid Lands, Tenements or Hereditaments, or any part thereof, in as ample manner as if the ſaid Recognizance of 200 l. had never been had or made. **In Witneſs,** &c. To the one part of theſe preſents, remaining with the ſaid *L. M.* I the ſaid *A. B.* have ſet my Seal: and to the other part thereof remaining with me the ſaid *A. B.* the ſaid *L. M.* hath ſet his Seal, on the 10th day of *A.* 1662. &

Anno 14 *Car.* 2.

A Covenant to make further warrants.

Proviſo not to extend Lands ſold.

Proviſo that the Recognizance ſhall not provide a former Statute.

The

The Assignment of a Bond.

TO all Christian People, to whom this present Writing shall come, I *H. P.* of *London* Haberdasher, send Greeting: Whereas *J. C.* of the Parish of St. *Clement Danes*, in the County of *Middlesex*; And *G. D.* of *C.* in the County of &c. Esq; in, and by, one Obligation bearing date the 10th day of *Apr.* in the year of our Lord &c. stand joyntly and severally bound unto me the said *H. P.* in &c. of lawful Money of *England*, conditioned to this effect for the payment of &c. of like lawful money of *England*, to me the said *H. P.* my Executors, Administrators, or Assigns, on the day of &c. next ensuing the date thereof, as by the said Obligation and Condition thereof, relation being thereunto had, more at large appeareth. *The Assignment.* **Now know yee,** That I the said *H. P.* for divers good Causes and Considerations me thereunto moving, have bargained, assigned, and set over unto *J. K.* of &c. the said Obligation afore recited; And all Sum and Sums of Money in the same, and in the Condition thereof expressed, and all benefit, profit, and advantage thereupon arising, or hereafter to accrue in any wise. *Power to sue.* **And also,** I the said *H. P.* have assigned, constituted and ordained, authorized and appointed, and in my stead and place put, and by these presents do make, constitute, ordain, authorize, and appoint; And in my place and stead put *J. K.* my true and lawful Attorney irrevocable, to ask, levy, record, and receive in my name, but to the proper use and behoof of him the said *J. K.* his Executors or Administrators, of the said *J. C.* and *G. D.* and either of them, their Heirs, Executors, and Administrators, the said whole Sum of &c. in the Condition of the said Obligation set down, limited, and appointed, according to the tenor of the said Condition. And in default of payment, then in the name of me the said *H. P.* but to the use of him the said *J. K.* his Executors, Administrators, and Assigns, to ask, demand, sue for, recover, and receive the said penalty of &c. in the said Obligation mentioned, wherein they the said *J. C.* and *G. D.* stand bound unto me as aforesaid, and every part thereof. Giving, and by these presents granting unto my said Attorney, full power, and lawful authority touching the Premisses, and every part thereof in my name and stead, but to the use of my said Attorney, his Executors, and Assigns, as aforesaid, by all lawful ways and means, Whatsoever, and to do, sue, employ, prosecute, pursue, seize, sequester, arrest, attach, imprison, and to condemn, and out of prison to deliver, and to recover, receive, compound, and agree, release, acquit, and discharge: And one Attorney or more under him to substitute, and at his pleasure to revoke; And further to do, perform, execute, end, and determine all and every, or any other Act, Matter, Thing and Things whatsoever, that shall be most needful and expedient to be done, performed, or executed, in and about the Premisses, or any part thereof, as amply in every respect, and to all intents, and purposes, as I my self

ſelf might or could do or perform the ſame, if I were thereat from time to time preſent, and did the ſame perſonally, ratifying and allowing for good and effectual in the Law, all and whatſoever my ſaid Attorney or his Subſtitutes ſhall lawfully do, or cauſe, or procure to be done, in, or about, the Premiſſes, or any part thereof, by vertue of theſe preſents. **And**, I the ſaid *H. P.* for me, my Executors, Adminiſtrators, and Aſſigns, do covenant and grant to, and with the ſaid *J. K.* his Executors and Aſſigns, and to, and with, every of them by theſe preſents, That the ſaid Obligation afore recited, wherein they the ſaid *J. C.* and *G. D.* ſtand bound to me as aforeſaid, or any part thereof, is not diſcharged, nor releaſed but that the whole Sum of Money therein, and in the Condition thereof mentioned, is ſtill owing, and no part hath as yet been paid or received. *A covenant that the Bond is not diſcharged.*

And alſo, That he the ſaid *J. K.* his Executors, Adminiſtrators, or Aſſigns, ſhall, or may, at all times hereafter, lawfully have, receive, and enjoy, to his or their own proper uſes, all and ſingular the Sum and Sums of Money and Premiſſes afore hereby aſſigned or mentioned, or intended to be aſſigned, and every part thereof, without any let, denial, releaſe, bar, or other hinderance, of or by me the ſaid *H. P.* my Executors, or Adminiſtrators, or any of us, and without any account, reckoning, or other thing therefore, or for any part thereof to us, or any of us, to be made, yielded, or given. *That the Aſſignee may receive the mony.*

And further, That I the ſaid *H. P.* my Executors, and Adminiſtrators, ſhall, and will, at the coſts in the Law of the ſaid *J. K.* his Executors, or Aſſigns, from time to time, and at all times hereafter avow, juſtifie and maintain with effect, all lawful Actions, Suits, Plaints, Pleas and Proceedings whatſoever to be hereafter brought or proſecuted in the name or names of Me, my Executors, or Adminiſtrators, touching the Premiſſes: and ſhall alſo, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J. K.* his Executors, or Aſſigns, make and give unto the ſaid *J. K.* his Executors and Aſſigns, ſuch further power and authority by new Letter or Letters of Attorney, Warrant or Warrants of Attorney, or otherwiſe, as ſhall be neceſſary or expedient for, or touching the recovery or recovering of the Premiſſes, or any part thereof to the uſe aforeſaid. *A Covenant to juſtifie Actions.*

In Witneſs, *&c.*

Aſſignment

Assignment of Dowry at the Church Door.

OMnibus *Christi fidelibus ad quos hoc presens scriptum pervenerit*, T. W. de W. *Salutem. Noveritis me prædictum* S. *dedisse, concessisse, & hoc præsenti scripto meo assignasse Petronillæ uxori meæ in tempore sponsaliorum in ostio Ecclesiæ Parochialis de* W. *prædicto celebrand. Unicum tenementum cum uno crofto eidem annexo vocat.* C. Habend. *&* Tenend. *sibi & assignat. suis ad totam vitam suam pro rata portione totius Dotis suæ, quæ post mortem meam sibi contigerit, &c. Dat. &c. In cujus rei, &c.*

The Assignment of Lands extended by Elegit.

THis Indenture, &c. Between *E. Y.* of &c. of the one part, and *P. N.* of &c. of the other part: **Whereas** *H. N.* late of &c. deceased, together with one *W. N.* the younger of &c. by one Obligation or Writing Obligatory, bearing Date on or about the &c. did become bound unto the said *E. Y.* in the penal Sum of 200 l. conditioned for the payment of the Sum of 102 *l.* 13 *s.* 4 *d.* on the &c. then following: And by one other Obligation bearing Date the &c. became likewise bound, together with the said *W. N.* in the Penal Sum of 200 l. of like lawful money, for the payment of 104 *l.* 16 *s.* on the &c. then next ensuing, As by the said several Obligations and Conditions thereof at large appeareth. **And whereas** the said several Obligations afterwards became forfeited, by reason whereof the said Obligations were afterwards put in Suit in the Court of Common-Pleas at *Westminster*, and Judgment thereupon had in Court against the said *H. N.* for the Sum of 400 l. Debt and for 80 s. Damages which he had by reason of the detaining of the said Debts; As by the Records of the said Judgment more at large it doth and may appear. And whereas sithence the obtaining of the said Judgment, Writ of *Elegit* hath been sued forth upon the said Judgment against the Goods, Chattels, Lands, Tenements, whereof the said *H. N.* was seized and possessed at the time of the said Judgment had and obtained: And thereupon, by Inquisition taken according to the Law, the Jury did find, that the said *H. N.* in &c. in the 18th year of the Reign of the late King *Charles*, and on the Day of the taking the Inquisition, was seized in his Demesn as of Fee, of and in the Capital Messuage and Site of the Mannor of the late dissolved Priory of *C.* with the Appurtenances in the &c. now or late in the Tenure or Occupation of *T. S.* or his Assigns, of the clear yearly value in all Charges above Reprises six pounds; And of and in one Close of Pasture called &c. there late in the tenure of *E. L.* Widow, of the clear yearly value in all Issues above Reprises 100 s. now or late in the Tenure of &c. of the clear yearly value of

Recital of the Judgment.

100 s.

Tod. The moiety of which Premiſſes (that is to ſay) the ſaid Capital Meſſuage, Manner and Site of the late diſſolved Priory of &c. and the ſaid one cloſe of Paſture called &c. and the ſaid Barn called &c. and the 21 acres of Meadow in &c. and the ſaid Cottage in &c. in the tenure of &c. and the ſaid other Cottage in &c. in the tenure of *W.S.* the then Sheriff of the ſaid County, the &c. of *Sept.* in the 21 year of the Reign of the late K. *G.* did cauſe to be delivered to the ſaid *E.T.* by the extent aforeſaid to hold to him and his Aſſigns, as his Free-hold, until the ſaid *E.T.* his ſaid Debt and Damages were levied, as by the ſaid proceedings, and records remaining before the Juſtices of the ſaid Court of Common Pleas at *Weſtminſter* upon record more at large it doth and may appear. Now this Indenture Witneſſeth, That the ſaid *E.T.* for and in conſideration of the Sum of 5 *l.* of lawful Money of *England* to him paid by the ſaid *T. N.* at and before the enſealing, and delivery of theſe preſents, and for divers other good cauſes, and conſiderations, him the ſaid *E.T.* thereunto eſpecially moving, Hath Granted, Aſſigned, and ſet over, And by theſe preſents, doth grant, &c. unto the ſaid *T.N.* his Executors, and Aſſigns, the ſaid Capital Meſſuage, Manor &c. and the ſaid Lands, Tenements, and Hereditaments, ſo delivered to him in Execution as aforeſaid, and all other the Eſtate, Right, Title, Term and Intereſt of him the ſaid *E.T.* his Executors and Aſſigns, of, in, and to the ſaid Meſſuage, Manors, &c. and alſo to the ſaid ſeveral Obligations, and Sum of 400 *l.* in the ſame contained; and alſo the ſaid Judgment and Extent thereupon as aforeſaid; had againſt the ſaid *H.N.* together with all commodities, benefits &c. which ſhall or may come, grow, or ariſe, or be had or made, upon or by reaſon of the ſaid Obligations, Judgment, or Extent, and of all Executions to be had, or ſued forth upon the ſame, againſt the ſaid *H.N.* his Heirs, &c. And all the Eſtate, Right, &c. whatſoever, of him the ſaid *E.T.* of, in, and to the ſame and every part thereof, *To have and to hold*, the ſaid Meſſuages, Lands, &c. and all the Deeds, Evidences and Writings containing the Premiſſes, or any part thereof, and the ſaid Obligations of 400 *l.* and the ſaid Judgment thereupon obtained, and Extent executed, and all other the Premiſſes, with all and ſingular their Appurtenances, unto the ſaid *T.N.* his Executors, &c. from henceforth, in as large, ample, and beneficial manner and form, as the ſaid *E.T.* doth now hold the ſame or ought to have, hold, or enjoy the ſame. And, The ſaid *E.T.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, and grant, to, and with the ſaid *T.N.* his Executors, &c. and to and with every of them by theſe preſents, that he the ſaid *E.T.* hath not already done, committed or ſuffered, nor that his Executors, or Adminiſtrators, &c. or any of them, ſhall or will hereafter do, commit, or ſuffer any act or acts, whereby the ſaid Obligations, and Judgment or any extent or execution thereupon or by reaſon of the ſaid Obligations, had or proſecuted, or to be had or proſecuted, is or ſhall or may be releaſed, extinguiſhed, diſcharged, or made void, or which ſhall and may be made prejudicial or hurtful unto the ſaid *T.N.* his Executors, &c. in or concerning the having or enjoying to his and their own uſe and behalf, the

The Aſſignment.

Covenant that the Bond and Judgment are in force.

ſaid Obligation, Judgment, and Extent, and all the benefit which ſhall or may accrew, come, or be, by reaſon of the ſaid Obligations &c. or any of them. *And further*, The ſaid *E. T.* hath made, conſtituted, and ordained, and by theſe preſents doth make &c. the ſaid *T. N.* his true and lawful Attorney irrevocable, in the name of the ſaid *E. T.* to bring any lawful action or actions, ſuit or ſuits in Law, againſt the Heirs &c. of the ſaid *H. N.* upon the ſaid Obligations, or upon the Judgment or Extent thereupon already had or obtained, and alſo to defend in lawful manner any Suit in any Court whatſoever, for or concerning the ſaid Obligations againſt the Heirs, Executors, &c. of the ſaid *H.N.* or any other perſon or perſons whatſoever, and to Arreſt and Impriſon, or cauſe to be arreſted and impriſoned, and out of Priſon to deliver and diſcharge, or cauſe to be delivered and diſcharged the Heirs, Executors, &c. of the ſaid *N.H.* upon the ſaid Obligations, or any action, judgment, extent or execution thereupon already had or hereafter to be had, and to cauſe ſatisfaction to be acknowledged upon any ſuch Judgment &c. and any releaſe, diſcharge or acquittance thereof or of any part thereof, to make ſale or delivery to them or any of them, and one Attorney, or Attorneys for the doing of the Premiſſes, or any part thereof to make, and at the pleaſure of the ſaid *T.N.* his Executors, &c. to revoke, and new in his or their place or places to ſubſtitute, and to do, perform and execute all and ſingular lawful thing or things, act or acts whatſoever, which ſhall or may be neceſſary or expedient concerning the Premiſſes or any of them ſo fully and wholly as the ſaid *E.T.* his Executors, &c. may, might, ſhould, or could do the ſame. *And*, The ſaid *T.N.* for him, his Executors, &c. and for every of them doth Covenant, and Grant to, and with, the ſaid *E.T.* his Executors, &c. and to and with every of them by theſe preſents, that he the ſaid *T.N.* his Heirs, Executors, &c. at his and their own coſts and charges ſhall and will at all times hereafter well and ſufficiently diſcharge or ſave harmleſs the ſaid *E.T.* his Executors, and every of them, of, and from all Damages of, for, and by reaſon of the ſaid Obligations or any action or actions, ſuit or ſuits, execution or executions, judgment or judgments, act or acts whatſoever, which are or ſhall be brought, attempted, ſued, had or proſecuted in the name of the ſaid *E.T.* or his Executors, &c. by the ſaid *T.N.* his Executors, *&c.* or any of them, or any by his or their means, conſent or procurement, againſt any perſon, or perſons whatſoever, for or about, touching or concerning the ſaid Obligations, or Sum of 400 l. therein mentioned, or any part thereof in any manner of wiſe, and alſo of, and from any manner of action or actions, ſuit or ſuits, judgment or judgments, act or acts whatſoever, which are or ſhall be brought, ſued or proſecuted againſt the Heirs *&c.* of the ſaid *H.N.* by the ſaid *T.N.* his Heirs *&c.* or any perſon or perſons whatſoever for, about or concerning the ſaid Obligations or Sum of 400 l. therein contained, or for, about or concerning any Judgment, Execution or Extent had or to be had touching or concerning the ſame. *In Witneſs, &c.*

Power to ſue.

The Aſſignee's Covenant to ſave the Aſſignor harmleſs.

An Aſſignment of certain Debts by an Adminiſtratrix to a Creditor.

Vide fol. 88.

AWARD.

AWARDS.

An Award in Controverſie between parties concerning the Adminiſtration of a Deceaſed's Goods.

TO all to whom this preſent Writing Indented of Award ſhall come; *H. T.* Stationer, *W. N.* Stationer, *A. H.* Draper, *J. H.* the elder, Stationer, *L. H.* Stationer, and *J. H.* Haberdaſher, Citizens of *L.* ſend Greeting; Whereas heretofore ſtrife and variance have been moved between *A. C.* Widow late Wife of *J. C.* late Citizen and Stationer of *L.* deceaſed, on the one party; and *G. C.* Son of the ſaid *J. C.* on the other party, for and concerning the Goods and Chattels whereof the ſaid *J. C.* died poſſeſſed inteſtate; And for and concerning the Right of the Adminiſtration of the Goods, Chattels, and Debts of the ſaid Inteſtate. **And whereas**, For the appeaſing of the ſtrife and variance aforeſaid, and for a final quietneſs to be had between the ſaid parties, they of their mutual aſſents and conſents, did chuſe us the ſaid *H. T.* &c. Arbitrators, to arbiter, award, and judge, of, for, and upon all and all manner of Actions, Suits, Quarrels, Striſes, Treſpaſſes, Debts, Debates, Accounts, Variances, Offences, Goods, Chattels, Wares, Plate, ready Money, Claims, and all other Demands whatſoever, which at any time or times, between the ſaid parties, before the 15*th.* day of this preſent month of *J.* have been had, moved, ſtirred, or depending in Suit or Controverſie, ſo as our Award, Arbitrement, Ordinance, and Judgment, in and upon the Premiſſes, be made and given up in Writing, before the 22*d.* day of this preſent month of *J.* As by the ſeveral Obligations of the ſaid parties, bearing date the ſaid 15*th.* day of this preſent Month of *J.* wherein either of the ſaid parties ſtand bound to the other in 500 *l.* of &c. and the Conditions ſeverally indorſed upon the ſame Obligations will appear. **And, whereas**, We the ſaid Arbitrators, have taken upon us the charge of the ſame Arbitrement, and have heard, examined, and plainly do perceive and underſtand the Controverſies and cauſes of variance between the ſaid parties, and have thereupon treated with the ſaid parties, and have by our travel brought them to good accord and agreement. Now by their own ſpecial means, and by their mutual conſents and requeſts, we do thereof make and give up by this preſent Writing, our Award, Arbitrement, Ordinance, and Judgment, in manner and form as followeth. Firſt, we do Award, Arbiter, Ordain and Judge by theſe preſents: That the ſaid *A. C.* ſhall clearly and freely, on or before the 26*th.* day of this preſent month of *J.* yield and deliver to the ſaid *G. C.* as well one Bed-ſted, a Trundel-Bed, a Preſs or Table, and the Hangings

The Award.

To deliver Goods.

in the Chamber, where the ſaid *J.C.* dyed. As alſo all the Goods and Chattels which were of the ſaid Inteſtates at the time of the deceaſe, compriſed and mentioned in the Inventory, made of his Goods and Chattels by ſuch as were appointed to praiſe the ſame, unto which Inventory the ſaid Praiſers have ſubſcribed their names, except ſuch of the ſaid Inteſtates Books, as have been ſold ſince the time of his death, in the Shop of his Manſion-houſe wherein he died, or otherwiſe have been taken from thence without the knowledge of the ſaid *A.* And except ſuch other thing not exceeding the value of 3*l.* of the Goods and Chattels aforeſaid hapning to be embezeld or taken away, with the conſent, knowledge or procurement of the ſaid *A.* For all and ſingular which the ſaid Books and other things ſo being ſold as aforeſaid, we do Award that the ſaid *A.* ſhall content and pay to the ſaid *G.* the full value thereof, and of every part thereof, as the ſame are rated and praiſed in the Inventory aforeſaid. *And further,* We do Award, Arbitrate, or Ordain and Judge by theſe preſents, that the ſaid *A.* ſhall alſo before the ſaid 27. &c. upon lawful requeſt by the ſaid *G.* to be made, deliver unto the ſaid *G.C.* all Leaſes and Writings which were of the ſaid *J.C.* at the time of his deceaſe, which are come to the hands or poſſeſſion of the ſaid *A.* and eſpecially the Leaſe of the Manſion-houſe wherein the ſaid *J.C.* died; And the Leaſe of the Yard thereunto adjoyning, and the Leaſe of thoſe two new Houſes, lately being in the tenure of the ſaid *J.H.* and of one *G.B.* &c. And the Leaſe of the Houſe now of late in the ſeveral tenures of *R.J. T.S.* and *A. B.* and of other things mentioned in the ſame Leaſe, and the Leaſe of the Houſes, now or late in the ſeveral tenures of the ſaid *A.H.* and *R.P.* and others, and the Leaſe of the Garden, which the ſaid *J.C.* occupyed, lying over againſt the late Charter-houſe, in the Suburbs of *L.* And the Leaſe of the Vault under *P.* Church, and all Writings and Conveyances touching the ſame, which came to the hands of the ſaid *A.* And we the ſaid Arbitrators do moreover award &c. That the ſaid *A.* ſhall forthwith give her conſent, and ſtill from thenceforth agree, permit, and ſuffer, that the ſaid *G.* ſhall and may have the ſole Adminiſtration of all the Goods, Chattels, and Debts, which were of the ſaid *J.C.* his Father, at the time of his deceaſe. *And alſo,* we do further award &c. That the ſaid *G.* and the ſaid *G.B.* and *J.H.* joyntly and ſeverally before the 27 day &c. ſhall make, ſeal, and deliver as their Deed to the ſaid *A.* at the new Manſion-houſe of the ſaid *H.F.* 5 ſeveral Obligations ſufficient in the Law, wherein they ſhall joyntly and ſeverally ſtand bound to the ſaid *A.* for the payment of 350*l.* of lawful &c. well and truly to be paid to the ſaid *A.* or her Executors, at the ſaid new Manſion-houſe of the ſaid *H.F.* in form as followeth; for a full ſatisfaction and recompence of all ſuch part and portion as the ſaid *A.* ſhould, or might, have, of all the Goods and Chattels which were of the ſaid *J.* which are ſpecified in the Inventory, or in theſe preſents, the Bond or penalty of the firſt of the ſaid Obligations to be of 100*l.* for the payment of 120*l.* at or before the Feaſt of *S. B.* the Apoſtle, next &c. the 2*d.* to be of &c. the 3*d.* &c. and the 4*th.* to be &c. for payment &c. in the Feaſt &c. in full payment of the ſaid Sum of 350*l.*

To deliver Writings.

To give mutual Releaſes.

And

And also we do award, That if at any time hereafter, any more or further Debt or Debts, shall be demanded, and without fraud or covin lawfully recovered by Judgment or Decree against the said *B.* his Executors, or Administrators, being due or owing to the said *J. C.* over and beyond those Debts mentioned, set down and expressed in a Schedule indented, to these presents annexed, amounting together to the Sum of 32*l.* 6*s.* 2*d.* That then the said *A.* her Executors and Administrators, shall upon reasonable request, allow, content, and pay to the said *G.* his Executors, or Administrators, toward the payment of all and every Debt and Debts so to be recovered, over and beyond the said Debts amounting to the said Sum of 32*l.* 6*s.* 2*d.* 3 parts of the same Debt so to be recovered, in 7 parts to be divided, together with the like 3 parts to be divided, of all such costs and charges, as the said *G.* his Executors or Administrators, shall reasonably sustain in or about the Defence, in any Suit or Action to be brought against the said *G.* his Executors or Administrators, upon the Demand of any such Debt or Debts which was owing by the said *J. C.* and being none of the Debts contained in the said Schedule above specified. *A provision to pay debts not yet discovered.*

And further, we do award, That the said *G.* after the delivery and yielding up of such the Goods, Chattels, Leases, or Writings, as are before limited, appointed, or awarded, to be yielded up and delivered by the said *A.* or any of them shall make and deliver unto the said *A.* or her Assigns, a sufficient acquittance or other sufficient Writing under his Hand and Seal, of all such Goods and Chattels, Leases and others so to be received or delivered as aforesaid. *A discharge shall be given for the writings*

And further, We do award and judge by these presents, That the said *G.* and his Executors, without his or their claim or molestation, shall permit and suffer the said *A.* to have and enjoy to her own use, as well all the wearing Apparel belonging to her Body, as also all that Furniture of her Lodging Chamber, Jewels and Rings of Gold, Stone and Plate hereafter particularly mentioned in these presents, that is to say &c. *In Witness* &c. *The Wife shall have her own wearing Apparel.*

An Award between Executors at strife about their Testator's Goods.

TO all to whom this present Writing of Award indented shall come, *H. K.* sendeth greeting in our Lord God everlasting; *Whereas* lately heretofore Suit and variance was had and moved, between *R. K.* &c. on the one party, and *G. K.* &c. on the other party, for and touching the Execution of the last Will and Testament of one *C. P.* late of *L.* Widow, deceased, ordained and made the said *R.* and *G.* her Executors of her said last Will and Testament for the final ending whereof, and of all other controversies betwixt the same parties, they have submitted themselves to the Award, Arbitrement and Judgment of me the said *H. K.* in such sort and manner as by several Obligations of 50*l.* apiece in that behalf made by either of the said parties to the other of them, Dated &c. with their several

ral conditions upon them endorsed plainly may appear. The charge and busines of which said Award and Arbitrement, I the said *H.K.* have taken upon me, and have throughly heard and considered of all the Controversies between the said parties, and of their Allegations, Declarations, and Answers on both sides. And now I do by these presents make and give up mine Award, Arbitrement, final End, Order and Judgment, of, and upon the same Premisses between the said parties in form &c. *viz.* First, I do Award, Order and Judge by these presents, That the said *G.K.* and his Executors, shall permit and suffer the said *R.K.* to have, and enjoy to his own use that mourning Gown and Hood which he had after the decease of the said *C.P.* against her Burial. And also, That the said *G.* his Executors, Administrators, or Assigns, shall on the 10th. day &c. between the hours &c. pay or cause to be paid to the said *R.K.* his certain Attorney, Executors, or Administrators, at the now dwelling house of &c. the Sum of &c. and then and there also shall clearly and freely give and deliver to the said *R.* his Executors, Administrators, or Assigns, two Pots and a Goblet of Silver and Gilt, poize 29 ounces, which late was of the said *C.P.* And, I do further Award &c. That the said *R.* his Executors, or Administrators shall not at any time hereafter, either deal or intermeddle with the Execution of the last Will and Testament of the said *C.P.* or claim, take or challenge any of the Goods or Chattels which were of the said *C.* other than only the Pots and Goblet aforesaid, or receive, take, acquit, and discharge any Debt or Duty, which was owing and growing towards the said *C.* whilst she lived. And also, That the said *R.K.* his Executors, Administrators, and Assigns, from time to time, and at all times hereafter shall agree, permit, and suffer that the said *G.* his Executors, and Administrators, shall, and may peaceably and quietly, have and take, and by all lawful means recover and enjoy, all and singular the Goods, Chattels, and Debts, which were of the said *E.* at the time of her decease, other than only the said Pots and Goblet; without any Let, Claim, or Impediment of the said *R.* his Executors, or Administrators. And also, That the said *R.* his Executors or Assigns, upon payment and delivery to him or any of them made of the Sum of Money, Pots and Goblet aforesaid, in form aforesaid, shall deliver or cause &c. to the said *G.K.* his Executors or Administrators, one sufficient acquittance, testifying the receipt of the same Money, Pots and Goblet. And moreover, I the said *H.* do hereby Award &c. That the said *G.* his Executors, or Administrators, at the only costs and charges of the said *G.* his Executors or Administrators, shall well and sufficiently at all times hereafter upon reasonable request to him or them to be made by the said *R.* his Executors, Administrators or Assigns, save and keep harmless the same *R.* his Executors and Administrators, of, and for all, and all manner of Actions, Suits, Costs, Damages, Judgments, Executions and Demands which shall be had or brought against the said *R.* his Executors or Administrators, by reason or means that the said *R.* did take upon him to be Executor of the said Testament of the said *C.* and also that the said *G.* shall pay for the Drawing and Ingrossing of these presents to the Writer thereof, 5 *l.* of &c. And lastly,

The Executors shall have some particular goods.

The Executors shall not meddle.

The Executors shall suffer G. to enjoy the goods.

An Acquittance to be given for the Money and goods.

Save harmless from former Actions.

I Award &c. that either of the said parties, their Executors and Administrators, for their several parts, shall from henceforth surcease from all further Suit and Suits and quarrels in Law whatsoever for any matter between them two had, stirred or depending at any time before the &c. date of the said Obligations, to stand to this Award, &c. *In Witness.*

The Form of an Award Indented.

TO all Christian People, to whom this present awarded Indenture shall come, *A.B.* and *C.D.* send greeting in our Lord God everlasting: *Know ye*, That whereas some variance and controversie hath heretofore been had and moved between *E.F.* of *G.* Widow, late Wife and Executrix of the last Will and Testament of *T.F.* deceased, and *R.F.* her Son, touching certain Goods and Chattels, left, demised, given and appointed to the said *R.F.* by vertue of the said last Will and Testament of the said *T.F.* his Father, whereof the said *E.* took the sole Execution and Probation, for the appeasing and ending of which said Controversie, both the said parties by their mutual assents, consents and agreements, have submitted, compromitted, and therefore become bound, either to other by their several Bonds Obligatory, bearing date the &c. in the Sum of 100*l.* to stand to, observe, perform, fulfil and keep the Award, Arbitrement, Doom and Judgment of us the said *A.B.* and *C.D.* Arbitrators indifferently chosen between the said parties, as by the said Bonds Obligatory, and Conditions therennto subsequent, more at large appeareth. Upon which submission, We the said Arbitrators, for the avoiding of further troubles, and to cause peace, love and unity between the said parties, having seen and read, and deliberately considered of the said last Will and other Writings, having Relation to, and Dependency of the same, and having also heard the Allegations, and Proofs on both sides concerning the Premisses, and duely weighed the Circumstances thereof; we the said Arbitrators having the consent of the said parties, do, the day of the date hereof, make, publish, and declare this our Award and Judgment in the Premisses, in such manner and form as followeth: That is to say,—— *Recital.* *Submission.* *Awards.*

And having set down the Award, thus conclude:

And for the better testification and confirmation hereof, we the said Arbitrators have to this our Award set our hands and seals the 3*d. day of* M. Anno Domini, 1651.

An Award in a Controverſie growing by means of Copartnerſhip.

TO all to whom this preſent Writing of Award ſhall come, *T. S.* and *S. B.* &c. ſend greeting in our Lord God everlaſting. *Whereas* heretofore there have been divers ſtrifes and variances moved, and are yet depending between *R. H.* &c. and *J. C.* &c. Executors, of *T. C.* late of *L.* Haberd. deceaſed, on the one party, and *H. B.* &c. on the other party: for the appeaſing and final ending whereof, the ſaid parties of one aſſent and conſent, as doth appear and is recited in ſeveral condirions of ſeveral Obligations, bearing Date the 10th. of this preſent *A.* which the ſaid parties have interchangeably made, ſealed, and delivered, each to the other: have named and choſen us, the ſaid *J. S.* &c. their Judges and Arbitrators, to award, arbitre, ordain, rule, Judge, and determine, of, for, upon, and concerning all and all manner of actions, as well real, as perſonal, ſuits, quarrels, ſtrifes, variances, coſts, damages, and demands whatſoever, had, moved, ſtirred, or depending between the ſaid parties in any manner of wiſe from the beginning of the World, until the Day of the Date of the ſaid Obligation. So that the ſame our Award, Arbitrement, Ordinance, and Judgment, were had or made by us the ſaid Arbitrators, or any five of us, and put in writing under our hands and Seals, ready to be delivered to the ſaid parties or any of them, requiring, the ſame before the laſt Day of *A.* next coming after the ſaid Date of the ſaid Obligations, as by the ſaid Obligations with their ſeveral Condirions on them ſeverally endorſed, may and will appear. And for as much as we the ſaid Arbitrators have taken the charge of the ſaid Judgment and Arbitrement upon us, and thereupon have deliberately, heard and examined all variances between the ſaid parties and their allegations, anſwers, and proofs in that behalf alledged, made and produced, do now thereof, even this preſent Day of the Date of theſe preſents, make and give up, in and by this preſent Writing indented under our hands and ſeals, our full and final Award, Arbitrement, Ordinance and Judgment, in manner and form following: That is to ſay, That whereas the ſaid *T. C.* while he lived, and the ſaid *H. B.* were Copartners, and had had joynt-traffique together in divers things, the accounts whereof we have ſeen and examined, We do thereupon award, arbitrate, ordain and judge by theſe preſents, That the ſaid *R. H.* and *J. C.* or one of them, their Executors or Adminiſtrators, ſhall well and truly pay or cauſe to be paid to the ſaid *H. B.* his Executors &c. the Sum of &c. of &c. at &c. that is to ſay &c. And alſo we do by theſe preſents arbitrate, award, ordain and judge, That the ſaid *H.* his Executors and Adminiſtrators, ſhall from time to time upon the reaſonable requeſt of the ſaid *R.* or *J.* their Executors or Adminiſtrators, conſent, ſuffer, and agree, That at the equal and indifferent coſts and charges of the ſaid *R. J.* and *H.* and their ſeveral Executors and Adminiſtrators, all, and all manner of lawful

Recital of Submiſſion to the Award.

Award.

lawful Suits, Actions, Recoveries, Judgments and Executions, ſhall and may in the name and names of the ſaid *H.* his Executors and Adminiſtrators, be had and purſued, with effect againſt all and every perſon or perſons, of, and upon the Books of the ſaid Accounts, and all and every Bond or Bonds, or Speciality whatſoever, which the ſaid *H.* hath of, or touching, all, or any the Debts, ſpecified in the Schedule to theſe preſents annexed; and that all and every the profits, commodities and advantages whatſoever, to be had or gotten by means of any the ſaid Suits, Actions, Recoveries, Judgments and Executions, or by means of any of them, ſhall be equally had, divided and parted, part and party like, the one half thereof to the ſaid *H. B.* his Executors, and Adminiſtrators; and the other half thereof to the ſaid *R.* and *J.* his Executors and Adminiſtrators; and that neither of the ſaid parties, nor their ſeveral Executors or Adminiſtrators, ſhall wittingly and willingly, without the conſent of the other party, or of his or their Executors or Adminiſtrators, do, procure or cauſe any thing to be done to hinder or defeat any the ſaid lawful Suits, Actions, Recoveries, Judgments or Executions to be had as aforeſaid, of or for any the ſaid Debts, or to let or hinder the equal dividing of all profits, commodities and advantages thereof, or thereby to be had or gotten contrary to the true meaning aforeſaid. *And further*, We do award, Order and Judge by theſe preſents, That the ſaid *H. B.* upon reaſonable requeſt, ſhall on the firſt Day of &c. now next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *R. H.* and *J. C.* or to one of them, or otherwiſe for both their uſes, at or in, &c. between the hours of &c. of the ſame day, or otherwiſe in the mean time beforehand one lawful acquittance general, of, and for all Actions, Suits, Quarrels and Demands from the beginning of the World, until the 8th. of *A.* laſt paſt. And likewiſe, We do award &c. by theſe preſents, That the ſaid *R.* and *J.* upon the like reaſonable requeſt, ſhall on the ſaid &c. now alſo next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *H. B.* at, or in &c. between the like hours aforeſaid in the forenoon &c. or otherwiſe &c. one lawful acquittance general, of, and for, all Actions, Suits, Quarrels and Demands, from the beginning of the World, until the ſaid 6th. Day of *A.* now laſt paſt as aforeſaid. *In Witneſs*

The Executors ſhall ſue at their equal coſts.

All things Received ſhall be equally divided.

General Acquittance.

BARGAINS.

A Bargain and Sale of Copyhold Lands by Commiſſioners of Bankrupts.

THis Indenture made &c. Between *S.E.* Eſquire, *E.T.* Eſquire, and *J.J.* Gent. of the one part; and *R.W.* of &c. *R.W.* &c. *D.M.* of &c. *E.C.* of &c. and *W.E.* of &c. of the other part; *Witneſſeth*, That Whereas upon complaint made to the Right Honourable *T.* Lord *C.* Lord Keeper of the great Seal of *England*, by *E.S.* &c. as well for himſelf as for all other the Creditors of *F.M.* late of *W.* &c. That whereas the ſaid *F.M.* uſing and exerciſing the Trade of Merchandiſe by way of bargaining, exchange, bartering and cheviſance, ſeeking his Trade of living by buying and ſelling, upon good and juſt cauſe for Wares and Merchandiſe to him ſold and delivered, and alſo for ready Money to him lent, being indebted to the ſaid *E.S.* and other his Creditors, in divers and ſeveral Sums of Money; amounting in the whole to the Sum of 500 l. and upwards, of late (that is to ſay) about the Month of *M.* in the year &c. did become Bankrupt within the ſeveral Statutes lately made againſt Bankrupts, to the intent to defraud and hinder him the ſaid *E.S.* and other his Creditors, of their juſt Debts and Duties to them owing (*viz.*) within the Statute made in the Parliament, begun and holden at *Weſtminſter* the 2*d.* day of *A.* in the 13*th.* year of the Reign of our late Soveraign Lady Qu. *Eliz.* concerning Bankrupts, and within the Statute made in the Parliament begun and holden at *Weſtminſter* aforeſaid, the 19*th.* day of *M.* in the firſt year of the Reign of our late Soveraign Lord of famous Memory King *James* of *England*, *France*, and *Ireland*, and of *Scotland* 37. Intituled, An Act for the better relief of Creditors againſt ſuch as ſhall become Bankrupt. And alſo within the Statute made in the Parliament and holden at *Weſtminſter*, begun at the 19*th* day of *F.* in the 21 year of the Reign of our ſaid late Soveraign King *James* of *England*, *France*, and *Ireland*; and of *Scotland* 37. Intituled, An Act for the further deſcription of Bankrupts, and relief of Creditors againſt ſuch as ſhall become Bankrupts, or within one of them: our ſaid Soveraign Lord the King's Majeſty that now is, by his moſt gracious Commiſſion under the great Seal of *England*, bearing date at *Weſtminſter* the 19*th.* day of *J.* in the 13*th.* year of his Majeſties Reign, that now is, directed to the ſaid *S.E.* *E.T.* and *J.J.* and unto *F.W.* Gent. and *J.P.* Gent. hath Named, Aſſigned, Conſtituted, and Ordained the ſaid *S.E.*

The Creditors complaint.

The Commiſſion.

S.E. E.T. J.J. H.W. and *J.P.* his Majeſties ſpecial Commiſſioners, giving full power and authority unto them, 4 or 3 of them; whereof the ſaid *S. E.* or *E.T.* to be one, to execute the ſaid Commiſſion, according to the ſame Statutes, and every, or any of them, not only concerning the ſaid *F.M.* his Body, Lands, Tenements, Freehold and Cuſtomary Goods, Debts, and other things whatſoever; but alſo concerning all other perſons, which by Concealments, Claim, or otherwiſe, do or ſhall offend touching the Premiſſes, or any part thereof, contrary to the true intent and meaning of the ſame Statutes, and every, or any of them, to do and execute all and every thing and things whatſoever, as well towards, and for ſatisfaction and payment of his ſaid Creditors, as towards, and for all other Intents and Purpoſes, according to the Ordinance and Proviſion of the ſame Statutes, as in and by the ſaid Commiſſion and the complaint in writing thereunto annexed, more plainly and at large doth and may appear. And whereas the ſaid *S.E. E.T.* and *J.J.* do further find, that all the time that the ſaid *F.M.* became Bankrupt as aforeſaid, he the ſaid *F.M.* and *J.* his wife, were, and ſtood ſeiſed to them, and to the Heirs of the ſaid *F.M.* according to the cuſtom of the Mannor of *W.* in the County of *E.* of one Copyhold, or Cuſtomary Meſſuage, or Tenement called *C.* with a Garden and Orchard thereunto belonging, now in the occupation of the ſaid *F. M.* &c. holden by Copy of Court-Roll, of the aforeſaid Mannor of *W.* All which Copyhold, or Cuſtomary Premiſſes, the greater part of the above-named Commiſſioners, by the ſaid Commiſſion authorized, have cauſed to be viewed and rented, and the reſpective Eſtates of the ſaid *F.M.* of and in the ſame to be appraiſed to the beſt value they may, and accordingly the ſame have been viewed, rented and appraiſed by *J.K.* and *R.F.* men of ſufficient skill and judgment for the doing thereof, in manner and form following; That is to ſay, the foreſaid Meſſuage or Tenement called *C.* and the Garden and Orchard thereunto belonging, in the occupation of the ſaid *F.M.* ſituate, lying, and being at *W.* aforeſaid, to be let for the yearly Rent of 6 *l.* of lawful Money of *England*, and the Eſtate of the ſaid *F.M.* therein, worth to be ſold 90 *l.* of like Money, &c. The ſaid *S.E. E.T.* and *J.J.* with the conſent, and at the requeſt of the Creditors of the ſaid *F.M.* that have ſued forth and proſecuted the ſaid Commiſſion againſt the ſaid *F.M.* for, and in conſideration of the Sum of 897 *l.* of lawful Money of *England*, unto the ſaid *S.E. E.T.* and *J.J.* by the ſaid *R.W. R.B. D.M E.C.* and *W.E.* to the uſe, benefit, and behalf, as well of themſelves, as alſo of all other the Creditors of the ſaid *F. M.* that have ſued forth and have joyned, and that ſhall hereafter joyn in the proſecuting of the ſaid Commiſſion, according to the Statutes in that behalf made and provided, well and truly contented and paid, have by force and vertue of the ſaid Commiſſion, as much as in them the ſaid *S.E. E.T.* and *J.J.* doth lye, and they lawfully granted, bargained, and ſold, and by theſe preſents Do, as much as in them lyeth, and they lawfully may grant, bargain, and ſell unto the ſaid *R.W. R.B. D.M. E.C.* and *W.E.* all that the foreſaid Copy-hold, or Cuſtomary Meſſuage, or Tenement called *C.* with the Garden and Orchard thereunto

Recital that the Debtor became Bankrupt.

Bargain and Sale.

unto belonging, and now in the occupation of the ſaid *F. M.* holden by Copy of Court-Roll of the foreſaid Mannor of *W.* &c. Together with all Woods, Underwoods, Commons, Paſtures, Feedings, Ways, Watercourſes, Eaſements, Profits, Commodities, Emoluments, and Appurtenances whatſoever, unto all and every the ſaid Copy-hold, or Cuſtomary Premiſſes thereby granted, and every part and parcel thereof belonging, or in any wiſe appertaining, or there were uſually letten, occupied, or enjoyed, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion and Reverſions, Remainder, and Remainders, Claim, and Demand whatſoever, of the ſaid *F. M.* of, in, and to all and ſingular the Premiſſes hereby granted, and every part and parcel thereof, with the Appurtenances, *To have, and to hold*, all the ſaid Copy-hold, or Cuſtomary Meſſuage or Tenement called &c. and every part and parcel thereof, with all and every the Appurtenances unto the ſaid *R.W. R.B. D.M. E.C.* and *W.E.* their Heirs and Aſſigns, to their own proper uſe and behoof for ever, according to the cuſtom of the ſaid ſeveral Mannors, whereof the ſame be reſpectively holden as aforeſaid. And to have and to hold all and ſingular the ſaid Cloſe or Paſture-Ground called *H.* in the ſaid Cloſe of arable Land thereunto adjoyning, and every part and parcel thereof, with all and every the Appurtenances unto the ſaid *R.W. R.B. D.M E.C.* and *W.E.* and their Aſſigns, to their own proper uſe and behoof, for and during the natural life of the ſaid *F. M.* according to the cuſtom of the aforeſaid Mannor of *W.* aforeſaid. *Habendum.* **Yielding**, paying, performing, and doing unto the ſaid ſeveral Lords of the ſeveral Mannors before mentioned, of whom the Copy-hold, or Cuſtomary Premiſſes hereby granted are reſpectively holden, all and every the Fines, Rents, Duties, and Services of Right uſed and accuſtomed, to be *yielded*, payed, perſormed, and done for the ſame. **In Witneſs**, &c.

A Bargain and Sale of Lands, with general Warranty and good Covenants.

THis **Indenture** &c. Between &c. on the one party, and *R. B.* &c. on the other party; **Witneſſeth**, That the ſaid *R.C.* for and in conſideration of the Sum of &c. of lawful &c. whereof &c. hath given, granted, bargained and ſold, and by theſe preſents doth fully and clearly &c. unto the ſaid *R. B.* and to his Heirs and Aſſigns for ever, all that the Mannor of *L. alias L. P.* in the County of *S.* with all and ſingular the Courts, and Perquiſits and Profits of Courts, Leets, and Views, of Frank-pledge, and all other Rights, Loyalties, Members, Profits, Rents, Services, Commodities, Priviledges, Juriſdictions, Caſualties, and Appurtenances whatſoever, to the ſaid Mannor belonging, or in any wiſe appertaining, and all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Commodities, and Hereditaments, with the Appurtenances commonly called or known by the name of *L. alias L. P.* or by the name or names of any of them, ſet, lying, and being in the Towns, Pariſhes, or Fields of *G. alias*

W. T.

W.T. alias T. and *C.* in the County of *S.* or in any of them, or elſewhere in the ſaid County of *S.* And all and ſingular the Meſſuages, Lands, Tenements, Meadows, Leaſues, Paſtures, Commons, Woods, Under-woods, Hedg-rows, Waters, Fiſhings, Rents, Reverſions, Services, and Hereditaments whatſoever, with their Appurtenances, ſet, lying, and being in the Towns, Pariſhes, Fields, Hamlets, Territories, of &c. aforeſaid, or in any of them, or elſewhere, in the ſaid County of S. to the ſaid Mannors of *L. alias L.P.* and other the Premiſſes, or to any of them belonging, or in any wiſe appertaining, or heretofore taken, accepted, reputed, eſteemed, or known, to be part, or parcel, or Member of the ſame Mannor, or Park. And all other Lands, Tenements, Rents, Reverſions, Services, Commodities, and Hereditaments, with their Appurtenances, now of the ſaid *R.C.* ſet, lying, and being in the Towns, Pariſhes, and Fields aforeſaid, or any of them, or reputed and taken for the Lands, or Hereditaments, of the ſaid *R.C.* and all ſuch Eſtate, Right, Title, Uſe, Poſſeſſion, Reverſion, Remainder, and Demand, as he the ſaid *R.C.* hath, may, might, ſhould, or ought to have, in and to the ſaid Mannors, Park, and all and ſingular the other the Premiſſes, with the Appurtenances, or, of, in, or to any part or parcel thereof; and alſo all and ſingular the Deeds, Evidences, Charters, Court-Rolls, Rentals, Mynuments, Eſcripts, Terriors, Boundaries, Counterparts of Leaſes and Writings, touching, or in any wiſe concerning the ſaid Mannor and other the Premiſſes, with the Appurtenances, or any part or parcel thereof. All which ſaid Deeds, Evidences, Charters, Court-Rolls, Mynuments, Eſcripts, and Writings, or all ſuch, and ſo many of them, as the ſaid *R.* hath, or that he, his Heirs, Executors, or Aſſigns, may, or can come by lawfully, without Suit in the Law. The ſaid *R.C. covenanteth* &c. for him &c. to and with &c. well and ſafely to deliver, or cauſe to be delivered to the ſaid *R.B* his Heirs or Aſſigns, ſafe, whole, and uncancelled, at the now Manſion-houſe, &c. ſituate &c. at or before the *4th.* day of *D.* next enſuing the date hereof: *To have and to hold* the ſaid Mannor of *L. alias L.P.* and the ſaid Park; and alſo all the ſaid Lands, Tenements, and Hereditaments, and all and every other the Premiſſes, with their Appurtenances, and every part and parcel thereof, unto the ſaid *R.B.* his Heirs and Aſſigns, to the ſole, only, and proper uſe and behoof of the ſaid *R.B.* his Heirs and Aſſigns, for ever. And the ſaid *R.C.* for him &c. *covenanteth* &c. in manner and form following; That is to ſay, That he the ſaid *R.* is now the very true, ſole, perfect and lawful Owner of all and ſingular the Premiſſes in Fee; and that he the ſaid *R.C.* now at the enſealing and delivery of theſe preſents, is lawfully, ſurely, ſolely, and indefeaſtably ſeized in Fee, to the uſe of himſelf, and of his Heirs and Aſſigns for ever, and to none other uſe; and that without any condition, further limitation, or determination of uſe or uſes, of, and in the ſaid Mannor of *L. alias L.P.* with the Appurtenances; and of, and in all and ſingular other the Premiſſes and Hereditaments before mentioned, to be bargained and ſold. And that there is no Fee-ſimple, Reverſion, or Remainder, in the King, of the ſame, or any part thereof. And that the ſaid *R.C.* hath full Power, good Right, and lawful Authority, to give, grant, bargain, ſell, and aſſure the Premiſſes, and every part and parcel thereof, with

Covenant to deliver Deeds.

Habend.

Covenants that he is Owner in Fee.

Seiſed in Fee.

No Reverſion in the King.

Authority to ſell.

with their Appurtenances, to the ſaid *R.B.* his Heirs and Aſſigns, in manner and form aforeſaid. And that the Premiſſes by theſe preſents bargained and ſold, or meant or intended to be bargained or ſold, and every part and parcel thereof, holden in *Free Socage*, and not in *Capite* or by *Knights Service*, but by *Fealty*, and at the Rent of one pair of *gilt Spurs*, of 1 *d.* by the year, and not charged by or with any greater Rent, or any other Service whatſoever. **And alſo**, That he the ſaid *R.C.* and his Heirs ſhall and will, before the laſt day of *F.* next &c. at the coſts and charges in the Law of the ſaid *R.B.* and his Heirs, make and execute, or cauſe to be made to the ſaid *R.* his Heirs, and Aſſigns, for ever, a good, ſure, rightful, perfect, abſolute and lawful eſtate in the Law In *Fee Simple*, to the only and proper uſe of the ſaid *R.B.* his Heirs and Aſſigns, for ever, without any manner of Condition or Defeaſance, of, and in the ſaid Mannor, and all and every other the Premiſſes, with their Appurtenances, and every part and parcel thereof, with Warranty againſt all men, or without Warranty; as by the ſaid *R.* his Heirs, or Aſſigns, or his or their Council learned in the Law, ſhall be reaſonably deviſed or adviſed. **And further**, That the ſaid Mannor, and all, and ſeveral other the Premiſſes, with their Appurtenances, and every part and parcel thereof, now are, and at the time of the making and executing of the ſaid eſtate to be made as aforeſaid, ſhall be, and from time to time, and at all times hereafter, ſhall and may, ſtand, abide, remain, and continue unto the ſaid *R.* his Heirs and Aſſigns, freely and clearly diſcharged, exonerated and acquitted, and otherwiſe by the ſaid *R.C.* his Heirs, Executors, or Aſſigns, defended, ſaved and kept harmleſs of, and from all and every former Bargains, Sales, Gifts, Grants, Eſtates, Uſes, Conditions, Statutes, Merchants, and Statute of the Staple, Recognizance, Condemnations, Judgments, Executions, Annuities, Fees, Joynters, Dowers, Fines, Iſſues, Amerciaments, Rents-Charge, Rent-Seck, Arrearages of Rent, and of and from all and every other former Titles, Charges and Incumbrances whatſoever. **The** Rent and Service aforementioned hereafter to grow due to be paid and done, and the liberty of one *R.H.* and his Aſſigns, to fetch and carry away, of, and from the Premiſſes, all ſuch Timber, Trees, and Woods, as were there felled and cut down before the 22*d.* day of *O.* laſt &c. and one Leaſe made of parcel of the Premiſſes, to *S. H.* which ſhall expire and determine within 15 days next enſuing the date thereof, whereupon there is received the yearly Rent of &c. of lawful &c. and one other Leaſe made of another parcel of the Premiſſes, to *W.R.* which ſhall expire and end &c. whereupon &c. and one other Leaſe &c. whereupon &c. which ſaid ſeveral yearly rent from henceforth, during the ſeveral continuances of the ſame ſeveral Leaſes, ſhall be due and payable to the ſaid *R.B.* his Heirs and Aſſigns. And alſo ſuch Eſtate, Right, Title, Intereſt and Demand, as *R.C.* &c. hath in the Moiety, or half part of the ſaid Mannor of *L.* of the Grant or Aſſignment of *J.F.* of *L.* Widow, contained or mentioned in an Indenture, bearing date &c. made between the ſaid *J.* on the one party, and the ſaid *R.C.* on the other party, only except and forepriſed. *And furthermore*, The ſaid *R.C.* for him, his Heirs, covenanteth &c. that he the ſaid *R.B.* his Heirs and Aſſigns, ſhall

Soccage, Tenure, and Rent, &c.

To make a full Aſſurance by a day.

Diſcharge of Incumbrances.

Exception of a Leaſe and liberty to cut Trees and Wood ſold.

For quiet enjoyment.

shall and may from henceforth for ever lawfully, peaceably, and quietly, *have, hold,* possess, inherit, and enjoy all the said Mannors of *L.* with the Appurtenances: and all and every other the Premisses, with their Appurtenances: and shall and may also lawfully receive, take, have and enjoy all and singular the Rents, Revenues, Issues, and Profits thereof, from time to time coming, growing, and renewing, to the only use and behoof of the said *R.B.* and of his Heirs and Assigns, for ever, according to the purport *&c.* of these presents, without any let, resistance, disturbance, or interruption of the said *R.* his Heirs, and Assigns, and without any manner of lawful let, resistance, molestation, eviction, expulsion, recovery or interruption of any other person or persons, whatsoever, other than the said *R.C.* and his Assigns, claiming by, from, or under the said Estate or Interest, of the said *R. C.* before excepted, and other such persons as any thing claim in the said excepted Leases, or any of them, and for and concerning such Title and Interest, only, as any of the same persons claimeth by force of any of the said Leases so before excepted. **And**, That he the said *R.C.* and his Heirs, and *B.* now his Wife, and all and every other person and persons, and their Heirs, having, lawfully claiming, or pretending to have, or that hereafter shall or may have, or lawfully claim or pretend to have, any Estate, Title, Interest, or other thing, into, or out of the said Mannor, and other the Premisses, or any part or parcel thereof, except the said *R.C.* and his Assigns, claiming by, or under the said Estate or Interest of the said *R.C.* before excepted, and also except such person or persons as shall claim for or by reason of the Leases aforesaid, or any of them; and for and concerning only their said Titles, and Interest of their said several Leases, and also except *J.K.* Widow, Mother of the said *R.C.* for such Title, or Right of Dower only as she pretendeth to have by the ordinary course of the Common Law of this Land, in the Premisses, shall and will upon every reasonable request, at the costs and charges in the Law of the said *R.B.* his Heirs and Assigns, further do, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, from time to time and all times hereafter during the space of 7 years next ensuing the date hereof, and every such further lawful and reasonable act and acts, devise and devises, assurance and assurances, thing or things as shall be devised or advised by the said *R.B.* his Heirs and Assigns, or by his or their Learned Council in the Law, for the further and more better assurance, surety, and sure making, and for the clear and absolute having of the said Mannor of *L.* with the Appurtenances, and all and singular the Premisses, with the Appurtenances, and every part and parcel thereof to the said *R.B.* his Heirs and Assigns, for ever, to the sole and only use and behoof of the said *R.B.* and of his Heirs and Assigns, for ever, and to none other use or intent, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, single or double, Deed or Deeds, inrolled or not inrolled, Release, with Warranty against all men, or by any other ways or means whatsoever. **And**, That the said *R.C.* upon reasonable request, shall and will pay and bear the one half of any Fine, or Post-fine, touching or concerning any assurances to be had or executed of the Premisses or any part thereof; by and from the said *R.* and *B.* his wife, or either of them, or the Heirs,

Further assurances.

Vendors to pay half the charges of the Fine and Post Fine.

Heirs of the said *R.* to the said *R.C.* his Heirs or Assigns. And moreover The said *R. B. covenanteth &c.* That all the said Fines, Feoffments, Recoveries, and other Conveyances, and Assurances aforesaid, and every of them shall be, and every and all and singular the persons aforesaid, and all and every other person and persons whatsoever, that now have, or hereafter shall or may have or claim any Right, Title or Interest, in or out of the said Mannor of *L.* with the Appurtenances, and other the Premisses, with their Appurtenances, or any part thereof, by, from or under, the parties aforesaid, or any of them, or by, from, or under, or by force or means of these presents, or of the said Fines, Feoffments, Recoveries, or other conveyances or assurances aforesaid, or any of them; shall at all times, and from time to time, from and after every Execution and Executions of every of the said Fines, Feoffments, Recoveries, or other conveyances or assurances aforesaid, or any of them, stand and be seized of the said Mannor of *L.* with the Appurtenances, and of all the Lands, Tenements, Rents, Reversions, and Hereditaments aboveſaid, and of all and every other the Premisses, with all and singular their Appurtenances, and every part and parcel thereof to the only use and behoof of the said *R.B.* his Heirs and Assigns for ever. *In Witness*, &c.

The use of the further assurance.

A Bargain and Sale of Copyhold Land, and of Freehold Land, with Covenants for assurance of each accordingly.

THis Indenture &c. Between *J.J.E. &c.* and *T.E. &c.* on the one party; and *J.C.* on the other part; *Witnesseth*, That it is covenanted and agreed between the said parties, in manner and form following; that is to say, the said *J.J.E.* and *T.E.* for them, their Heirs, Executors, and Administrators, and every of them, do covenant and grant to and with the said *J.C.* his Heirs, Executors, and Administrators, and every of them by these presents, That they the said *J.J.E.* and *D.* his wife and *T.E.* and *E.* his wife according to the custom of the Mannor of *B.* in the Parish of *J.* in the said County of *M.* now are, or some of them now be, and do stand lawfully and rightfully seised to the only use of themselves and their Heirs, or of some of them and their Heirs, of and in one Messuage or Tenement, with the Appurtenances *&c.* And also, that they the said *J.J.E.* and *T.E.* according to the custom of the Mannor of *C.* in the said County of *M.* are and stand seized to the use of themselves and their Heirs, of and in one Close, with the Appurtenances called *L.* Field, now or late in the occupation of *&c.* containing by Estimation *&c.* all and singular which said Messuages, Tenements, and Closes, with their Appurtenances, according to the several Customs of the said several Mannors, did descend and come to the said *J.J.E.* and *T.E.* and their Heirs, by and after the decease of *A.R. alias E.* sometime the wife of *W.E.* late of *B.* in the said County of *M.* And also, The said *J.J.E.* and *T.E.* for them, *&c.* do *covenant*, *&c.* in manner

Seised of the Copy-hold.

manner and form following; that is to say, that they the ſaid *J.J.E.* and *T.E.* ſhall and will procure, and cauſe ſeveral Courts in the ſaid ſeveral Manners, lawfully, and according to the ſeveral Cuſtoms of the ſaid Manners, to be holden and kept on this ſide the 23 day of this preſent month of *D.* and that then, and there, at the ſame ſeveral Courts, the ſaid *J.J.E.* and *D.* his Wife, and the ſaid *T.E.* and *E.* his Wife, according to the ſeveral Cuſtoms of the ſaid ſeveral Manners in open Court, ſhall, or will ſurrender, all and ſingular the Premiſſes, with all and ſingular their Appurtenances, to, and for the only uſe and behoof of the ſaid *J.C.* and of his Heirs and Aſſigns for ever. And that he the ſaid *J.C.* his Heirs and Aſſigns, from henceforth, and from the time of the ſeveral making of the ſaid ſeveral Surrenders, according to the ſeveral Cuſtoms of the ſaid ſeveral Manners, ſhall, or lawfully may hold, occupy, and enjoy, all and ſingular the ſaid Premiſſes, with all and ſingular their Appurtenances, and alſo have, take, perceive, receive, and enjoy, all the Iſſues, Rents, and Profits thereof, and of every part thereof, to, and for the only uſe of the ſaid *J.C.* and of his Heirs and Aſſigns for ever, clearly and freely diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid *J.J.E.* and *T.E.* their Heirs or Aſſigns, from time to time, and at all times ſaved harmleſs, of, and from all and ſingular former Surrender and Surrenders, Eſtates, Titles, Leaſes, Dowers, Joyntures, Forfeitures, Arrearages of Rents, and other Incumbrances whatſoever (the Rents and Services, according to the ſeveral Cuſtoms of the ſaid ſeveral Manors therefore of ancient time accuſtomed, to be paid and done, and from and after the ſeveral making of the ſeveral Surrenders aboveſaid to grow due, to be paid and done, only except) and moreover the ſaid *J.J.E.* and *T.E.* have given, granted, bargained and ſold; and by theſe preſents, do fully, clearly, and abſolutely give, grant, bargain, and ſell to the ſaid *J.C.* and to his Heirs and Aſſigns for ever, all that Cloſe of Meadow and Paſture, being Free-hold, containing &c. and all and ſingular ſuch Deeds, Evidences, Copies of Court-Rolls, Writings, and Mynuments, concerning only the Premiſſes, or only any part thereof, as now be in the hands or cuſtody of the ſaid *J.J.E.* and *T.E.* or in the cuſtody of either of them; or which they, or either of them, can lawfully get, without Suit in the Law: Together with the true Copies of all other Evidences, Writings, Copies, and Mynuments, concerning the Premiſſes, or any part thereof, joyntly with other Lands and Tenements, they the ſaid *J.J.E.* and *T.E.* for them, their Heirs and Executors, do covenant, and promiſe to deliver or cauſe to be delivered to the ſaid *J.C.* his Heirs and Aſſigns, at the dwelling houſe &c. at, or on this ſide the &c. day of *M.* next coming. **And further**, The ſaid *J.* and *T.* Do covenant &c. that they the ſaid *J.J.E.* and *T.E.* and *E.* now the wife of the ſaid *T.* and all and every other perſon and perſons (the chief Lords of the ſaid ſeveral Mannors, for their ancient and chief Rents and Services, only except) having, or lawfully claiming to have any former Right, Title, Eſtate, or Intereſt, in or to the Premiſſes, or any part thereof from time to time, and at all times, during the ſpace of five years next &c. and upon every reaſonable requeſt of the ſaid *J.C.* and of his

To ſurrender.

For quiet enjoyment, diſcharged of Incumbrances.

Bargain and Sale of Freehold Land.

And all writings.

Further aſſurance.

Heirs and Assigns, shall and will, do, knowledge, and suffer, all and every such lawful and reasonable act and acts, thing and things, as by the said *J.* his Heirs and Assigns, or by his or their Council Learned in the Laws of this Realm, shall be lawfully or reasonably devised or advised, for the further or better surety, assurance, and sure making of all and singular the said Copyhold Lands, according to the customs of the said Manors, and all and singular the Premisses, to be had, and made sure, to the said *J. C.* his Heirs, and Assigns, to, and for the only use of the said *J. C.* and of his Heirs and Assigns, for ever, according to the intent and true meaning of these presents. *Free from Incumbrances.* **And moreover,** The said *J. T.* covenants *&c.* That the yearly Rents, Issues, issuing out of the Premisses now paid, and usually heretofore paid to the Lord of the Fee and Fees thereof, do not surmount or exceed in the whole the yearly Sum of *&c.* And also that the said Freehold Land above bargained by these presents, now is, and from henceforth for ever, shall abide and continue clear, and free discharged and acquitted, or otherwise by the said *J. E.* his Heirs and Assigns, shall be for ever saved harmless to the said *J. C.* his Heirs and Assigns, for ever; to, and for the only use and behoof of the said *J. C.* and of his Heirs and Assigns, for ever, of, and from all and singular former bargains *&c.* heretofore, had, made, done, or knowledged, or to be had, made, done, or knowledged before a lawful Estate, by livery and seisin, shall thereof be had, and lawfully executed to the said *J. C.* and his Heirs, according to the intent and true meaning of these presents: For, and in consideration of which said Bargains, Sales, Covenants, Grants, Articles, and Agreements, above in these presents specified, and on the part of the said *J.* and *T.* their Heirs, Executors, and Administrators, well and faithfully to be holden, performed and kept, and for the full and clear purchase and surrender of all and singular the Premisses, the said *J. C.* at and before the ensealing hereof hath paid to the said *J. E.* and *T. E.* the Sum of *&c.* for which said Sum of *&c.* **In Witness,** *&c.*

A Bargain and Sale of Copy-hold Lands.

THis *&c.* between *T. H.* on the one party, and *W. S.* *&c.* on the other party, **Witnesseth,** That the said *T. H.* in consideration of the Sum of 400 *l.* *&c.* whereof *&c.* hath bargained and sold, and by these presents *&c.* unto the said *W. S.* and his Heirs, one Cottage or Tenement being customary, or Copyhold Land, with a Curtillage, and the Gardens thereunto adjoyning, sometime called *&c.* All which Premisses were sometime the Lands, and Tenements, of *J. D.* and are now in the Tenure and Occupation of the said *W. S.* or his Assigns, by vertue of a Lease to him thereof granted by the said *T. H.* by Licence of the Lord, for divers years yet enduring. *That he is Seized.* And the said *T. H.* **covenanteth** *&c.* That he the said

ſaid *T.* at the enſealing and delivery of theſe preſents, is lawfully ſeized of ſuch and ſo good and perfect Eſtate in Fee-ſimple, of the nature of Copy-hold, according to the cuſtom of the ſaid Mannor of *S.* of all and ſingular the Premiſſes, with their Appurtenances, as deſcended and came by cuſtom of the ſaid Mannor, unto the ſaid *T.H.* from *S.E.* and *T.H.* &c. deceaſed, father of the ſaid *T.* diſcharged, or otherwiſe ſaved harmleſs, of, and from all former Bargains, Sales, Surrenders, Forfeitures, and Incumbrances whatſoever, had, made, committed, or done by the ſaid Sir, or the ſaid *T.C.* (the Leaſe above-mentioned always except) and for that the premiſſes being holden of the ſaid Mannor, by Copy of Court-Roll, that he the ſaid *T.* before the Feaſt &c. at the coſts and charges of the ſaid *W.* his Heirs, Executors, and Adminiſtrators, ſhall and will ſurrender the Premiſſes into the hands of the Lord of the ſaid Mannor for the time being in ſuch ſort as by the ſaid *W.S.* his Heirs or Aſſigns, or his or their learned Council ſhall be deviſed or required, to the intent, that the ſaid Surrender preſented by the homage of the ſaid Mannor, the Lord of the ſaid Mannor for the time being, may at his pleaſure, grant the Premiſſes, to the ſaid *W.S.* and his Heirs, to hold the ſame by Copy of Court-Roll, according to the cuſtom of the ſaid Mannor. And that he the ſaid *T.H.* and his Heirs, ſhall and will at the coſts and charges of the ſaid *W.S.* his Heirs, Executors, and Adminiſtrators, from time to time, knowledge, perform, do and execute, and ſuffer to be done, performed, knowledged, and executed, ſuch reaſonable act or acts, thing or things, which by the ſaid *W.* his Heirs or Aſſigns, or his or their Council learned in the Laws of *England* ſhall be reaſonably deviſed, adviſed, and required, for the lawful and better aſſurance and conveyance, of all and ſingular the Premiſſes to the ſaid *W.* and his Heirs, according to the cuſtom of the ſaid Mannor, and according to the intent and true meaning of theſe preſents. **Provided always**, That the ſaid *T.H.* ſhall not, by reaſon of any Covenant or Article herein contained, for the paſſing of any aſſurance or aſſurances of the Premiſſes, or or any part or parcel thereof, be inforced or compelled to travel out of the ſaid County of *C.* **Moreover**, That the ſaid *T.H.* **covenanteth** &c. to deliver, or cauſe to be delivered to the ſaid *W.S.* his Heirs, or Aſſigns, within the ſpace of 7 years next enſuing, upon reaſonable requeſt, all ſuch Copies, Licences and Evidences whatſoever, concerning the Premiſſes only, or any only part or parcel thereof, as be in his own hands, or in the hands of any other to his uſe, which he may obtain or come by without Suit in the Law. **Laſtly**, The ſaid *T.H.* doth covenant &c. that he the ſaid *W.S.* his Heirs and Aſſigns, and every of them, ſhall and may lawfully and peaceably poſſeſs, have and enjoy, all and ſingular the Premiſſes, with their Appurtenances, without any manner of lawful let, diſturbance, or eviction of the ſaid *T.H.* and of Dame *J.* Lady of *H.* Mother of the ſaid *T.* and of their Heirs, or all either, or any of them. And alſo that the Premiſſes ſhall be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all Incumbrances had, made, or ſuffered, either by the ſaid *T.* or by the ſaid Sir *T.* Father of the ſaid *T.* or by any other, having, holding or claiming, from, by, or under them, or either of them (the

To ſurrender.

To make further aſſurance.

Not to travel, &c.

To deliver in Writings.

For quiet enjoyment diſcharged of Incumbrances.

Rents and Services, due to the Lord of the said Manour, and his Heirs and the Lords aforesaid, always excepted. In Witness, &c.

A Sale of a certain quantity of Iron to be delivered at certain several days.

This &c. Between &c. Witnesseth, That the said Earl, for and in consideration of 1000 l. of &c. whereof, &c. hath bargained and sold, and by these presents doth bargain, and sell to the said R.M. one hundred Tuns of good, perfect, merchantable Iron, well and truly to be delivered to the said R.M. his Executors, Administrators, or to such other person or persons as the said R. his Executors, or Administrators, shall in that behalf assign and appoint at B. in the County of W. clearly freed, discharged and acquitted of all charges, duties, payments and demands whatsoever, in manner and form following, &c. twelve Tuns thereof, at, or on this side the last day of S. next, &c. and eight Tuns more thereof, at, or on this side &c. and so from thenceforth monthly on the last day of every month as from thenceforth shall next come and follow by course one after another eight Tuns of such Iron as aforesaid, until the said 100 Tuns of Iron shall be fully and truly delivered. And, the said Earl for him &c. covenanteth &c. That he the said Earl, his Executors, Administrators, or Assigns, shall, and will make, or cause to be made, full and true delivery unto the said R.M. his Executors, Administrators, or Assigns, of all and every part of the said 100 Tuns of such Iron as aforesaid at the same days, and at the same places, which to, and for the delivery thereof above by these presents, is limited and appointed, without any default or delay. And that the said R.M. his Executors, Administrators and Assigns, shall and may have and enjoy all the said Iron, and every part thereof, to the only use of the said R. his Executors, Administrators and Assigns, without any account, demand, Suit, or trouble thereof, or for any part thereof, to be required, commenced or prosecuted, of, or against them, or of any of them, by any person or persons In Witness &c.

Covenant to deliver at the days and places.

Quiet enjoyment.

A Bargain and Sale of Lands, with the Tenants Attornment to the same.

THis Indenture made &c. Between *H.F.* on the one party; and *F.B.* on the other party, **Witnesseth**, That the said *H.F.* for and in consideration of a certain Sum &c. whereof &c. hath given, granted, bargained and sold, and by these presents doth fully, clearly and absolutely give &c. unto the said *F.* his Heirs and Assigns for ever, all those his Mannors of *M.* and *C.* with their Appurtenances in the County of *K.* &c. being late parcel of the Lands and Possessions of *E.F.* Esquire, deceased, late Father of the said *H.F.* and now lately demised to *A.W.* by the said *H.F.* by his Deed bearing Date &c. and now lately assigned over to *A.P.* &c. and Reversion and Reversions, of all and singular the Premisses above bargained with their Appurtenances, and all the Estate, Right, Title, Interest, Use, Possession, Seisin and Demand whatsoever which the said *H.* hath, may, or ought to have of, in, or to the said Messuages, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, and other the Premisses, with the Appurtenances above bargained by these presents, and every, or any part thereof, and all and singular Deeds, Evidences, Charters, Mynuments, Escripts and Writings concerning the Premisses above bargained only, or only any part thereof, as many of which said Deeds &c. as the said *H.* or any other to his use by his delivery now hath or have, or that he his Heirs, Executors, or Assigns, shall have, or may lawfully come by without Suit in the Law, together with the true Copies of all other Evidences which the said *H.* hath concerning the Premisses above bargained, or any part there joyntly, with other Lands and Tenements, he the said *H.* for him, his Heirs, or Executors, doth **Covenant** and **Promise** well and safely to deliver, or cause &c. to the said *F.* his Heirs or Assigns at &c. on this side the Feast &c. **To have and to hold** all the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, and other the Premisses above bargained, with their Appurtenances, and the Reversion and Reversions thereof to the said *F.B.* his Heirs and Assigns for ever, to the sole and only use and behoof of the said *F.B.* and of his Heirs and Assigns for ever. **And**, The said *H.F.* for him his Heirs, Executors, and Aministrators, doth **Covenant and Grant** to, and with, the said *F.B.* his Heirs, Executors, and Administrators, and every of them by these presents in manner and form following; That is to say, That he the said *H.* in his own Right, and to his own use now at the ensealing and Knowledging of these presents, is and standeth lawfully and solely seised of a good, perfect, sure, and indefeasible Estate in the Law in his Demesne as of Fee-simple, either in Possession or in Reversion immediately expectant upon the Determination of Lease or Leases for years of, and in, the said Mannor, Messuage, Lands, Tenements and Hereditaments, and other the above bargained Premisses with their

To deliver Writings.

Habend.

That he is seised in Fee.

Appurtenances. And the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments, and alſo other the ſaid Premiſſes above bargained, with their Appurtenances, now be, and for ever hereafter ſhall be, ſtand and continue to the ſaid *F.B.* and his Heirs, clearly and freely diſcharged and acquitted, or otherwiſe from time to time, and at all times, upon reaſonable requeſt ſhall be well and ſufficiently ſaved harmleſs by the ſaid *H.F.* is Heirs, Executors, and Adminiſtrators, of, and from all and ſingular former Bargains and Sales, Joyntures, Dowers, Gifts, Grants, Leaſes, Annuities, Charges, Eſtates, Titles, and Incumbrances whatſoever; except always the chief Rents and Services to be due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, only in reſpect of their Seigniories, and the aboveſaid Leaſe made and granted, of all and ſingular the above bargained Premiſſes, with their Appurtenances, by the ſaid *H.F.* to the ſaid *A.W.* and *J.W.* aforeſaid, for the term of 50 years, and for the only yearly Rent of 20 *s.* therefore yearly to be paid during the ſame Leaſe; And except alſo divers other former particular Leaſes made by the ſaid *H.F.* of divers parts of the Premiſſes, which ſhall determine long before the end of the ſaid Leaſe, made and granted to the ſaid *A.* and *J.W.* **And alſo**, the ſaid *H.F.* covenanteth &c. with the ſaid *F.B.* &c. That the above bargained Premiſſes from and after the expiration or other determination of the ſaid Leaſe thereof made to the ſaid *A.* and *J.W.* as aboveſaid, and during the ſaid other particular Leaſes, or any of them heretofore made of the ſame Premiſſes as aforeſaid, ſhall or lawfully may be to the ſaid *F.B.* his Heirs, and Aſſigns, of the clear yearly value of 100 Marks of lawful &c. beyond all repriſes or above. **And further**, That he the ſaid *H.F.* and his Heirs, and all and every other perſon or perſons, having or which ſhall have or lawfully claim or pretend to have any former State, Right, Title, Uſe, Poſſeſſion, or Intereſt, of, in, or to, the above bargained Premiſſes, or any part thereof (other than the ſaid chief Lords of their ſaid chief Rents and Services only and the ſaid Leaſes only, claiming by their Leaſe or Leaſes aforeſaid) from time to time, upon every reaſonable requeſt, and at the coſts and charges in the Law only of the ſaid *F.B.* his Heirs and Aſſigns, ſhall and will do, make, knowledge, ſuffer, and execute, or cauſe to be made, done, knowledged, ſuffered, and executed, all and every ſuch lawful and reaſonable act and acts, thing and things, for the further and better ſurety, aſſurance, and ſure making of all and ſingular the Premiſſes above bargained, by theſe preſents, to be had and made ſure to the ſaid *F.B.* his Heirs and Aſſigns, to his and their own uſe and uſes for ever: As by the ſaid *F.B.* his Heirs and Aſſigns, or his or their learned Council in the Law of this Realm, ſhall be lawfully or reaſonably deviſed or adviſed, and required from time to time, during two years next enſuing the date of theſe preſents. **And further**, That the ſaid *F.B.* his Heirs and Aſſigns, from henceforth for ever, ſhall or lawfully may, have and hold all and ſingular the Premiſſes above bargained and ſold by theſe preſents, and have, take, receive, and enjoy, all and ſingular the Rents, Iſſues, and Profits thereof, without any let, trouble, or interruption of the ſaid

That the Premiſſes are diſcharged of Incumbrances.

Exceptions.

That the Premiſſes are of the yearly value of, &c.

To make further aſſurance.

Except.

For quiet enjoyment.

H.

H.F. or his Heirs, and without any lawful let, trouble, interruption, or eviction of any other person or persons, having or which shall have or claim any estate or interest, of, in, or to the Premisses, or any part thereof, by or from the said *H.* or any of his Ancestors, (except only such Leases as aforesaid, only for their Leases above excepted.) In Witness, &c. *Except.*

The Attornment of the Tenant.

Memorand. That on the 3 day of *N.* 1662. I *A.P.* Assignee of the within named Lessees *A.* and *J.W.* of and for all their term of years within specified, of and in the Lands, Tenements, and Hereditaments within bargained, did thereof Attorn to the within named *E.B.* by the payment of one Angel Noble, in part of payment of the Rent reserved in the Lease made in the Premisses, by the within named *H.F.* to the said *A.* and *J.W.* And in testimony thereof, I have written this Endorsement with my own hand, the day and year abovesaid, and subsigned the same. *Manner of Attornment.*

A Bargain and Sale by a Factor of his Constitutors Goods, to the use of whose Agent, the Constitutor had taken up money by exchange on the other side of the Sea, with a proviso to be accomptable for the Surplusage.

To all &c. *E.T.* of *L.M.* Agent, and Factor here in the Realm of England, of and for the Business, Affairs, and Merchandizes of *P.B.* or *L.G.* now resident in *Spain* sendeth Greeting, Whereas the said *P.* hath lately taken up in *Spain* by way of Exchange for *England*, of one *J.R.* Factor for *G.G.* and *R.G.* of *L.M.* Money and other things there, to the value of 285 l. of lawful Money of *England*, as by Bills of Exchange thereof made and consigned, from the said *P.* to the said *E.* may appear. And whereas the said *P.* as well for payment of the said Bills of Exchange, as otherwise for his use hath sent and consigned out of *Spain* to the said *E.* hither into *E.* 400 l. weight or thereabout of Cinamon, in a Ship of *J.* called the *P.* to be discharged in the Port of *L.* or elsewhere in the Realm of *E.* as may fortune to fall out. Now, the said *E.T.* for and in consideration of the satisfaction and payment of the said Bills of Exchange truly to be made to the said *G.* and *R.* hath bargained and sold, and by these presents doth bargain and sell to the said *G.* and *R.G.* all the said 400 l. weight of Cinamon; To have and to hold the same and every part thereof to the said *G.* and *R.* their Executors and Assigns, for their own use for ever, absolutely without any Condition: Yet nevertheless, *Recital of money and Goods taken up in Spain.* *Bargain and Sale.* *Proviso.*

when as the ſaid Sum of &c. ſhall be had, raiſed, and ſatisfied to the ſaid *G.* and *R.* of the ſaid Cinamon, that then the ſaid *G.* and *R.* and their Executors, ſhall ſtand accomptable to the ſaid *E.* for ſo much as ſhall be thereof made and clearly had to the ſaid *G.* over and above the ſaid Sum, &c. In Witneſs, &c.

A Bargain and Sale by Brewers, of their Stock in Brewing, as well Implements, Corn, Grain, Casks, &c. as Debts upon Tallies and Scores, with Covenants pertinent for transferring of the Debts.

THis Indenture made &c. between *J.S.* and *P.S.* on the one party, and *M.R.* on the other party; Witnesseth, That the ſaid *J.* and *P.* for and in conſideration of a certain competent Sum &c. whereof &c.

Bargain and Sale. Have bargained, ſold, given, granted, and ſet over, and by theſe preſents, do bargain &c. unto the ſaid *M.R.* as well all ſuch Wainſcot, Glaſs, Houſhold ſtuff, Implements, Utenſils, Corn, Grain, Hops, Horſes, Carts, Drayes, Cattel, Cask, Ropes, Harneſs, and things, that are mentioned and ſpecified in one Schedule indented, hereunto annexed; as alſo all ſuch Debts and Sums of Money as the cuſtomers belonging to the late Beer Brew-houſe of the ſaid *J.* and *P.S.* ſet and being in the Pariſh of *A.* in *T.* Street of *L.* are indebted and do owe unto the ſaid *J.* and *P.* or any other perſon or perſons, being then Partners in the ſaid Brew-houſe, joyntly or ſeverally being ſet down in a Book, dated the 13th. day of *J.* laſt &c. remaining under the hands of them the ſaid *J.P.* and *M.* together with the Books, Tallies, and Scores, as do concern the names and true Sums of the ſaid Cuſtomers and Debts (except as in the ſame Book is excepted.) *To have and to hold* the ſaid Wainſcot, Glaſs, &c. and things contained in the ſaid Schedule, Debts, and Sums of money owing by the ſaid Cuſtomers, ſet down in the Books aforeſaid, (except before excepted) together with the ſaid Books, Tallies, and Scores, as do concern the ſame Debts and Cuſtomers, and every of them, unto the ſaid *M.R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever. *And*, The ſaid *J.* and *P.* for them and either of them, their Executors and Aſſigns, and for every of them, do *Covenant and grant*, and either of them *Covenanteth and granteth* by theſe preſents, to and with the ſaid *M.R.* his Executors and Aſſigns, That he the ſaid *M.R.* his Executors or Aſſigns, ſhall or may to his and their own uſe and behoof for ever, peaceably and quietly have, hold, occupy, and enjoy the ſaid Wainſcot, Glaſs, Implements, Corn, Grain, Carts, Casks, Cattel, Hops, Horſes, Drayes, and things contained in the ſaid Schedule, without any let, trouble, interruption, or eviction of the ſaid *J.* and *P.* or either of them, their Executors or Aſſigns, or any other perſon or perſons, by his or their means or procurement. *And*, The ſaid *J.* and *P.S.* do *Covenant*, &c. That the ſaid *J.* and *P.* and either of them, their Executors

Except.

Habendum.

Except.

Covenant for quiet enjoyment.

To juſtifie Aſſigns.

Executors and Aſſigns, ſhall not only at all times hereafter, but from time to time, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *M.R.* his Executors or Aſſigns, avouch, avow, juſtifie, and maintain, with effect, all ſuch lawful Action and Actions, Suits, Plaints, Proceſſes, and Proſecutions, as he the ſaid *M.* his Executors, Adminiſtrators, or Aſſigns, ſhall take, commence, ſue, proſecute, or follow in the name or names of them the ſaid *J.* and *P.* or either of them, their Executors or Adminiſtrators, againſt all and every, or any of the ſaid Cuſtomers, ſpecified in the ſaid Book, (except before excepted) and againſt all and every, or any of the Executors or Adminiſtrators, of the ſame Cuſtomers, for, or concerning the Debts by them owing alſo ſpecified in the ſaid Book. But alſo from time to time upon reaſonable requeſt, and at the coſts and charges of the ſaid *M.* his Executors or Adminiſtrators, make, execute, and do, cauſe, &c. all ſuch further Act and Acts, Deeds, and Deviſes, and Things, unto the ſaid *M.* his Executors, and Adminiſtrators, as by the ſaid *M.* his Executors or Aſſigns, or Council learned, ſhall be reaſonably adviſed or deviſed, for the better having, recovering, and receiving of the ſaid Debts owing by the ſaid Cuſtomers (except before excepted) to the only uſe and behoof of the ſaid *M.* his Executors and Adminiſtrators. **And** finally, The ſaid *J.* and *P.* **Covenant**, &c. That he the ſaid *M.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all times hereafter, to his and their own uſe and behoof, lawfully, peaceably, and quietly have, perceive, receive, recover, and take, all and every the ſaid Debts owing by the ſaid Cuſtomers (except before excepted) and all coſts of Suit, Benefit, and Damages thereupon to be had, gotten, or recovered without any let, trouble, denial, releaſe, or acquittance, diſcharge, bar, ſtop, or hindrance of them the ſaid *J.* and *P.* or any other perſon or perſons, their Partners in Brewing in the ſaid Brew-houſe, or any of them, or any the Executors, or Adminiſtrators of them, or of any of them, or of any other perſon or perſons, by the means, aſſent, conſent, and procurement of them, or any of them. **And**, The ſaid *M.R.* **Covenant eth**, &c. That he the ſaid *M.* his Executors and Aſſigns, ſhall and will upon reaſonable requeſt, at all times hereafter, from time to time, bring forth into any Court of Record, or other place within *L.* or *W.* any ſuch Book or Books, as he the ſaid *M.R.* his Executors or Adminiſtrators, ſhall have in his or their cuſtody or poſſeſſion, as do concern the aforeſaid Debts excepted by the aforeſaid Books, and whatſoever other Debts owing by any other Cuſtomer or Cuſtomers, to the ſaid Brew-houſe, and not ſet ſet down or written in the aforeſaid Book remaining under the hands of the ſaid *J.P.* and *M.* whereby the ſaid *J.* and *P.* their Executors or Aſſigns, may recover and get the ſame Debts. **In Witneſs**, &c.

Except.

Further aſſurance.

Except.

Not to diſcharge the debts, &c.

Except.

To produce the Book, &c.

The ſaid Schedule above mentioned, is to be hereunto annexed.

A Wood-Sale, alſo a Covenant to make free Copyhold Land.

THis Indenture made between &c. Witneſſeth, That the ſaid *R. C.* Kt. Lord *D.* for, and in, conſideration of a certain Sum of &c. whereof &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *R.M.* all and ſingular the Woods, Underwoods, and Trees whatſoever, ſtanding, growing, or being, in or upon all that Wood or Wood-ground called *H.* Park, within the Lordſhip of *T.* in the County of *M.* (excepted and reſerved to the ſaid Lord *D.* all Timber-Trees, already grown ſufficient for Timber in and upon the ſaid ground, and Wavers, and Standels to be left on every Acre thereof, according to the Statute in that caſe provided;) To have, take, fell, and carry away, all the ſaid Woods, Underwoods, and Trees (except only before excepted) to the ſaid *R.M.* his Executors and Aſſigns, for the only uſe of the ſaid *R.M.* his Executors and Aſſigns, from time to time, and at all times, for and during the ſpace of 3 years next to enſue and follow, from the Feaſt of *C.* next &c. And, the ſaid *R.M.* Covenanteth &c. That he the ſaid *R.* his Executors and Aſſigns, at their own coſts and charges, ſhall within 3 months next after the firſt beginning of the felling of the ſaid Woods and Underwoods, well and ſufficiently hedge and incloſe all the ſaid Wood and Wood-ground, called &c. and ſcour and cleanſe the Ditches thereof, and preſerve and keep in as good ſort as they conveniently may or can, all the young Springs ariſing in the ſame, during the time wherein the ſaid Wood, Under-woods, and Trees ſhall be in felling, carrying, and avoiding away from the ſaid ground called &c. and ſhall therein leave ſtanding the ſaid Timber, Trees, and Wavers, and Standels aforeſaid, without fraud or covin. And, The ſaid Lord *C.* Covenanteth &c. That he the ſaid *R.M.* his Executors and Aſſigns, for their own uſe and commodity, from time to time, and at all times, during the ſaid term of 3 years, ſhall and may lawfully and quietly have, take, fell, and carry away, and enjoy the ſaid Woods, Under-woods, and Trees, (except only before excepted) without any let, impediment, denial, or reſiſtance of the ſaid Lord *C.* his Heirs or Aſſigns, and without any lawful &c. of any other perſon or perſons. And further, That whereas *J.E.* a Copyholder of the ſaid Lord *C.* within his ſaid Lordſhip of *T.* hath bargained and agreed to ſurrender to the uſe of *R.M.* and his Heirs for ever, according to the cuſtom of the ſaid Lordſhip, all the Copyhold of the ſaid *J.* within the ſaid Lordſhip; The ſaid Lord *Covenanteth*, &c. that at all times, hereafter, at and upon the reaſonable requeſt and coſts and charges in the Law of the ſaid *R.M.* or his Heirs, the ſaid Lord *C.* his Heirs and Aſſigns, ſhall and will enfranchiſe and make free to the ſaid *R.* and his Heirs, all the ſaid Copyhold-land to be had and holden to the ſaid *R.* and his Heirs for their own uſe in Fee ſimple for ever, without reſervation of any manner of Rent, Service, or Demand whatſoever. In witneſs, &c.

Bargain and Sale.

Exception.

Habend.

Except.

Covenant to hedge and ſcour ditches, to preſerve the young Trees and leave ſtanding the timber trees.

For quiet enjoyment.

Except.

Covenant to enfranchiſe Copy-Land.

A very good Bargain and Sale of a Lordſhip and Manror from a Man and his Wife, the Wife having Joynture, &c. with a Covenant to levy a Fine.

THis Indenture &c. between *H.W.* and *D.* his wife on the one party, and *J.B.* on the other party, Witneſſeth, That the ſaid *H.W.* and *D.* his wife, for, and in conſideration of the ſum of &c. to the ſaid *H.* before the enſealing of theſe preſents, well and truly paid by the ſaid *J.B.* whereof, and wherewith the ſaid *H.* and *D.* do acknowledge themſelves ſatisfied and paid; and thereof, and therefore, do clearly releaſe, diſcharge, exonerate, and acquit the ſaid *J.B.* his Heirs, Executors, and Adminiſtrators, by theſe preſents, have aliened, granted, bargained and ſold, and by theſe preſents do alien &c. unto the ſaid *J.B.* his Heirs and Aſſigns for ever, all that the Lordſhip and Mannor of *C.* with the Appurtenances in the County of *E.* &c. and all thoſe Woods, Groves, Under-woods, and Wood-grounds, with their Appurtenances in *C.* aforeſaid, called *L. wood*, and *S. wood*, and all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Waters, Fiſhings, Commons, Waſts, Ways, Profits, Eaſements, Commodities, & their Hereditaments, with their Appurtenances, which the ſaid *H.W.* and *D.* his wife have, or either of them hath or ought to have within the ſaid Pariſh of *C.* in the ſaid County of *E.* and all and ſingular Courts Leets, View of Frank-pledge, Franchiſes, Liberties, Juriſdictions, Priviledges, Rents, Profits, Royalties, and Commodities whatſoever, which the ſaid *H.* and *D.* have or ought to have, or lawfully might have in the ſaid Lordſhip and Mannor, and other the Premiſſes, or in any part or parcel thereof, and the Advowſon and right of Patronage of the Pariſh Church of *C.* aforeſaid, & alſo the Reverſion and Reverſions, Rents and Profits of all and ſingular the Premiſſes, and all and ſingular Letters Patents, Deeds, Charters, Evidences and Writings whatſoever touching or concerning the Premiſſes, or any part thereof (except and always foreprized, out of the Bargain and Sale aforeſaid, all that houſe and 75 acres of Meadow Land and Paſture whether it be more or leſs called *W.R.* or otherwiſe *R.* and 8. acres of Land, late in the occupation of *J.S.* Gent.) To have, hold, and enjoy the ſaid Lordſhips, Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and the Advowſon aforeſaid, and all other the Premiſſes, with all and ſingular their Appurtenances, and the Reverſion and Reverſions thereof (except only before excepted) to the ſaid *J.B.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *J.B.* and of his Heirs and Aſſigns for ever. And, The ſaid *H.W.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth *Covenant* and Grant to, and with, the ſaid *J.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents in manner and form following; That is to ſay, That he the ſaid *H.* and the ſaid *D.* his Wife, to the only uſe and behoof of the ſame *H.* and *D.* and of the Heirs and Aſſigns of the ſame *H.* now are, and at the enſealing and delivery of theſe preſents ſhall be and ſtand ſeiſed (the ſaid *H.*

Grant.

And all Writings.

Exception.

Habend.

Except.

in

in his Demeſn as of Fee-ſimple, and the ſaid *D.* in her Demeſn as of Free-hold for term of her life) of, and in all and ſingular the ſaid Mannors and Lordſhips, and all and every other the Premiſſes with all and ſingular their Appurtenances without any condition or determination, or limitation of uſe, and that of ſuch eſtate the ſaid *H.* and *D.* now have good right and lawful power and authority to Grant, Alien, Convey, and aſſure the ſaid Mannor and Lordſhip, and all and every other the Premiſſes, with the Appurtenances (except only before excepted) to the ſaid *J.B.* and to his Heirs and Aſſigns, in form aforeſaid for ever; And that the ſaid Mannor and Lordſhip, and all and every other the Premiſſes, With their Appurtenances (except only before excepted) now are, and from henceforth for ever ſhall be, and continue to the ſaid *J.B.* his Heirs and Aſſigns clear and free, diſcharged and acquitted, or otherwiſe from time to time and at all times, upon requeſt ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, former Sales, Gifts, Grants, Leaſes, Eſtates, Recognizances, Bonds, Joyntures, Dowers, Fees, Annuities, Rents, Charge, Rent-ſeek, Arrearages of Rent, Title of Dower, Wills, Entails, Intruſions, Fines, Amerciaments, Titles and Incumbrances, whatſoever, had, made, done, or ſuffered, or to be had &c. by the ſaid *H.W.* and *D.* his Wife, or by *S.T. alias C.* widow, or by any of them, or by any other perſon or perſons having any lawful Eſtate, Title or Intereſt into or to the ſaid Mannor or Lordſhip, and other the above bargained Premiſſes, or any part thereof by, or under, the Eſtate of the ſaid *H.D.* and *S.* or of any of them before a lawful Eſtate ſhall be thereof made and lawfully executed to the ſaid *J.B.* and his Heirs, according to the intent and true meaning of theſe preſents; except always, as well the chief Rents and Services hereafter to grow due to the chief Lords of the Fee or Fees of the Premiſſes, in reſpect of thoſe Signiories only, and all Eſtates heretofore made and granted by Copy of Court-Roll of any ancient Copyholds, according to the Cuſtom of the ſaid Mannor or Lordſhip, whereupon the ancient Rents and Services are reſerved here to be paid and done from time to time to the ſaid Lordſhip or Mannor for the time being as of ancient time hath been uſed. And alſo one Leaſe which the ſaid *H.* by his Indenture bearing date &c. did make and grant to the ſaid *R. L.* and his Aſſigns without Impeachment of any manner of waſt (voluntary waſt of houſes only except) for the term of 80 years, commencing at the Feaſt of &c. then laſt paſt, upon which Leaſe there was reſerved 40 l. of &c. yearly payable to the ſaid *H.* and his Heirs, whereof 6 l. yearly, the ſaid *H.* hath releaſed, and 40 l. of yearly Rent, reſidue thereof from henceforth due; all the reſidue of the ſaid Term now to come, ſhall be yearly due and payable to the ſaid *J.B.* his Heirs and Aſſigns. And moreover, The ſaid *H. W.* Covenanteth, &c. for himſelf, his Heirs, &c. that they the ſaid *H.W.* and *D.* his wife, before the 2d. day of *F.* now next coming, or upon any reaſonable requeſt of the ſaid *J.B.* his Heirs or Aſſigns, and at the coſts and charges in the Law only of the ſaid *J.B.* or of his Heirs or Aſſigns, ſhall and will in due form of Law (for better aſſurance of the Premiſſes above bargained and ſold) knowledge one or more Fine or Fines of the ſaid

Seiſed in Fee and power to ſell.

Power to grant.

Except.

Diſcharged of Incumbrances.

Except.

To levy a Fine.

ſaid Landſhip or Manor, with the Appurtenances of the ſaid Advowſon, and of the free Fiſhing in the Water of C. called the Mill-water, and of all other the Premiſſes before bargained, and ſold to the ſaid *J. S.* and his Heirs, with Warranty only againſt the ſaid *S. T.* and his Heirs, and againſt the ſaid *H. W.* and *D.* his Wife, and the Heirs of the ſaid *H.* As by the ſaid *J. R.* his Heirs or Aſſigns, or by his or their Council learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed. **Provided always,** That the ſaid *H. W.* and *D.* or any one of them, or their Heirs, ſhall not be enforced to travel out of the City of *L.* or *M.* about the levying of the ſaid Fine. **And further,** That the ſaid *H. W.* and *D.* his Wife, and all, and every other Perſon or perſons, having, or lawfully claiming or pretending to have any manner of Eſtate, Title, or Intereſt of, in, or to the Premiſſes, or any part thereof, granted, bargained, and aliened by theſe preſents (other than the chief Lord, or Lords, of the Fee, or Fees, of whom the Premiſſes, or any part thereof are holden for the chief Rents and Services only and other than ſuch perſon or perſons, as hath any Eſtate or Intereſt, by Copy of Court-Roll, of any part of the ſaid Premiſſes, by, or under the Eſtate of the ſaid *H. W.* and other than ſuch perſon or perſons, as ſhall claim only by the ſaid Leaſe, made to the ſaid *S. L.* as aforeſaid) upon every reaſonable requeſt or requeſts of the ſaid *J. R.* his Heirs or Aſſigns from time to time, and at all times, during five years next enſuing the date of theſe preſents, at the coſts and charges in Law only of the ſaid *J. R.* his Heirs or Aſſigns, ſhall, and will do, knowledge, ſuffer, and execute, or cauſe to be done, knowledged, ſuffered, and executed, all and every ſuch act and acts, thing and things in the Law whatſoever, which by the ſaid *J. R.* his Heirs or Aſſigns, or by his or their Council learned in the Laws of this Realm, ſhall be lawfully or reaſonably deviſed or adviſed, for the further and more better conveying, aſſuring, ſurety and ſure making of all the ſaid Manor and Lordſhip, and all other the above bargained Premiſſes, and the Reverſion and Reverſions, Rents and Profits thereof to be had, conveyed, and made ſure to the ſaid *J. R.* his Heirs and Aſſigns for ever, without any Condition, according to the intent and true meaning, expreſſed in this preſent Indenture. **In Witneſs,** &c.

No covenant, &c.

To make further aſſurance.

A Bargain and Sale by a Man and his Wife, of Land in London, *with a Covenant to levy a Fine.*

This Indenture, &c. between Sir *T. G.* Kt. &c. and Dame *A.* his Wife, on the one party, and *N. B.* &c. on the other party; **Witneſſeth,** That the ſaid Sir *T. G.* and Dame *A.* his Wife, for and in conſideration of the Sum of 1000 *l.* of &c. to him the ſaid Sir *T.* before hand paid &c. have aliened, bargained, and ſold, and by theſe preſents do alien, bargain, and ſell unto the ſaid *N. B.* and his Heirs for ever, all that capital Meſſuage

Bargain and Sale.

Meſſuage or Manſion-houſe, with the Tenements adjoyning, with their Appurtenances in *B.* in *L.* which by the Company of *M.* in L. were aſſigned to *J.G.* Kt. deceaſed and *J.G.* his Son, and to their Heirs, and which ſaid *J.G.* the Son and *E.* his Wife, by their Deed indented, inrolled in the High Court of *Chancery*, and bearing date the 3d. day of *J.* anno 9. mens. *R.C.* amongſt other things, did bargain, ſell, give, and grant to the ſaid *T.G.* and *A.S.* Gent. now deceaſed, and to their Heirs and Aſſigns for ever. And all and ſingular Shops, Rooms, Ware-houſes, Buildings, Yards, Entries, Gates, Lights, Gardens, Profits, Commodities, Eaſements, and Hereditaments whatſoever, to the Capital Meſſuage, and all other the ſaid Tenements, or to any of them belonging, or in any wiſe appertaining; or with the ſame, or any of them, as part or parcel of them or any of them now, or late heretofore had, uſed, demiſed, or occupied, and the Reverſion or Reverſions of all and ſingular the ſaid Premiſſes, and all and ſingular Charters, Evidences, and Writings, touching or concerning the Premiſſes, or only any part thereof. **To have and to hold** the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances to the ſaid *N.B.* his Heirs and Aſſigns for ever. And the ſaid *T.G.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth **Covenant, and grant** to, and with the ſaid *N.B.* his Heirs, Executors, and Aſſigns, and every of them, by theſe preſents, in manner &c. that is to ſay, That he the ſaid *T.G.* and Dame *A.* or one of them, in their, or one of their own Right, or to their, or one of their own uſe, now are, or be, and ſtandeth lawfully ſeized of a good and perfect, and abſolute Eſtate in the Law in Fee-ſimple, of, and in the ſaid Capital Meſſuage and Tenements, and other the Premiſſes, with their Appurtenances, and have, or one of them hath good and lawful Right and Authority, to bargain, ſell and aſſure the ſame to the ſaid *N.B.* his Heirs and Aſſigns, for ever, according to the true meaning of theſe preſents. And that the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, now are, and for ever hereafter ſhall be, and continue clear, and free, diſcharged and acquitted, or otherwiſe at all times, ſaved harmleſs by the ſaid *T.* his Heirs, Executors, or Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Grants, Eſtates, Bonds, Statutes, Intruſions, Dowers, Title of Dower, Joyntures Rents, Arrearages of Rents, and other Charges and Incumbrances whatſoever, had, made, done, or growing; or to be had, made, done, or growing by, or from the ſaid *T.G.* or by any other perſon or perſons, under his Title or by his means or procurement; and of, and from the Joynture and Title of Dower, of *E.* the Wife of the ſaid *J.G.* and that he the ſaid *N. B.* his Heirs and Aſſigns, ſhall, and may peaceably and quietly from henceforth for ever, have, hold, and occupy the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with the Appurtenances, and take, perceive, receive, and enjoy the Rents, Iſſues, and profits thereof, for the only uſe of the ſaid *N.* his Heirs, and Aſſigns, from henceforth for ever, without any let, trouble, eviction, recovery, or expulſion, of, or by him the ſaid *T.G.* Kt. or otherwiſe, by any other perſon or

Habend.

That they or one of them are ſeiſed in Fee, and have power to ſell.

That the Premiſſes are diſcharged of Incumbrances.

Quiet enjoyment.

perſons

perſons, by any means, title, or procurement of him the ſaid *T.* and alſo, that he the ſaid *T.* and Dame *A.* and the ſaid *J.G.* on this ſide, and before the Feaſt of *All Saints*, now next coming, at the coſts and charges in the Law only of the ſaid *N.B.* his Heirs or Aſſigns, ſhall, and will acknowledge one Fine, *Sur cognizance de droit come ceo que il ad de ſon done*, &c. in due form of Law, according to the uſual courſe of Fines, unto the ſaid *N.B.* of the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes; and the ſame, by the ſaid Fine, ſhall remiſe, and quit claim, and for them, their Heirs, to the ſaid *N.* and his Heirs for ever, with Warranty againſt themſelves, and the Heirs of the ſaid *T.* for ever; which Fine ſo had and acknowledged, ſhall be to the uſe of the ſaid *N.B.* and his Heirs and Aſſigns for ever. *To acknowledge a Fine.* **And moreover,** The ſaid *T.G. Covenanteth*, &c. that he the ſaid *T.* and his Heirs, and the ſaid Dame *A.* his wife, at all times, during 7 years next after the date of theſe preſents, at the reaſonable requeſt, and coſts and charges in the Law, only of the ſaid *N.* his Heirs or Aſſigns, ſhall, and will do, make, knowledge and ſuffer, and cauſe to be done, made, knowledged, and ſuffered, all and ſingular act and acts, thing and things, in the Law, with Warranty only againſt him and his Heirs; which by the ſaid *N.* his Heirs or Aſſigns, or his or their learned Council in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, and ſure making of all and ſingular the Premiſſes, to be had and made ſure to the ſaid *N.* his Heirs and Aſſigns, for his, and their own uſe abſolutely, without any Condition whatſoever. *To make further aſſurance.* **In Witneſs**, &c.

A Bargain and Sale of a Mannor or Farm, with transferring of the benefit of the Covenants made to the Vendor in his Purchaſe, and of a Recognizance for the performance of the ſame Covenants.

This Indenture &c. between &c. **Witneſſeth**, That the ſaid *W.* Marqueſs of *W.* for and in conſideration of the Sum of 700 *l.* of &c. to him the ſaid *W.* Marqueſs of *W.* by the ſaid *W. D.* already paid, whereof the ſaid Marqueſs acknowledgeth himſelf ſatisfied, and thereof diſchargeth the ſaid *W.D.* hath granted, bargained, and ſold; and by theſe preſents doth fully, and clearly grant, bargain, and ſell unto the ſaid *W.D.* and *C.* all that the ſaid Mannor, Capital Meſſuage, or Farm called *W.* in the County of *M.* with all his Rights, Members, and Appurtenances, and all the Meſſuages, Toſts, Cottages, Gardens, Lands, Tenements, Meadows, &c. All which Mannor or Farm, and other the Premiſſes, *I.E.* of *C.* in the County of *B.* Eſq; by his **Indenture** dated &c. made between him the ſaid *T.* on the one party, and the ſaid Marqueſs on the other party, bargained and ſold unto the ſaid Marqueſs and his Heirs. And all Evidences, Deeds, Charters, Eſcripts, Mynuments, and Writings, which do concern only the Premiſſes, or only any part thereof. And the true Copies of all other, which the ſaid Marqueſs hath concerning the Premiſſes, *Grant.* *And all writings.*

misses, and other Tenements and Hereditaments, to be written out at the costs and charges of the said *W.D.* his Heirs, Executors or Administrators, as many of the same Deeds, Escripts, and Writings, as now be in the hands, possession, and custody of the said Marquess, or any other person or persons to his use, by his delivery, and that he without Suit in Law may lawfully come by. The said Marquess, for him, his Heirs, Executors and Administrators, doth *covenant*, and grant by these presents, to and with the said *W.D.* his Heirs, Executors, and Administrators, to deliver, or cause to be delivered to the said *W.D.* his Heirs, Executors, Administrators, or Assigns, on this side, or before the Feast of *P.* next coming after the date hereof: **To have, and to hold** the said Mannor, Capital Messuage, or Farm, and other the Premisses, with their Appurtenances, unto the said *W.D.* and *C.* and to the Heirs and Assigns of the said *W.D.* and to the only and proper use and behoof of the said *W.D.* and *C.* and of the Heirs and Assigns of the said *W.D.* for ever. **And** the said *W.* Marquess of *W.* for him, his Heirs, Executors, and Administrators, doth **Covenant**, and grant by these presents, to and with the said *W.D.* his Heirs, Executors, and Administrators, that he the said Marquess, at the time of the delivery of these presents, is the sole, just, and rightful Owner in Fee-simple, without condition of all and singular the Premisses: And that he hath full power, and lawful authority, to give, grant, bargain, and sell the Premisses, and every parcel thereof, unto the said *W.D.* and *C.* and to the Heirs and Assigns of the said *W.D.* in manner and form aforesaid. **And** that he the said Marquess, his Heirs, Executors, or Administrators, shall and will at all times hereafter, and from time to time acquit, discharge, or save harmless, as well the said Mannor, Capital Messuage, Lands, Tenements, Hereditaments, and all other the Premisses whatsoever, with all and singular their Appurtenances, and every part and parcel thereof; as also the said *W. D.* and *C.* and the Heirs, Executors, and Administrators of the said *W. D.* of, and from all manner of former Bargains, Sales, Promises, Joyntures, Dowers, Estates, Tail, Legacies, Conditions, Right, Rent-Seck, Rent-Charge, Recognizance, Statutes-Merchant, Statutes of the Staple, Forfeitures, Intrusions, and all other Titles, Charges, and Incumbrances whatsoever, had, knowledged, done, caused, or made by the said Marquess, or by his assent, consent, or procurement, at any time or times (the Rents and Services thereof, from henceforth to be due to the chief Lord or Lords of the Fee or Fees of the Premisses only except and forepriſed.) **And** that he the said *W. D.* and *C.* and the Heirs of the said *W.* shall, and may peaceably and quietly **Have, hold, occupy, and enjoy**, the Premisses, and every parcel thereof, without any lawful Suit, Eviction, Devesting, or Disturbance of the said Marquess, or any of his Heirs, or of any other, claiming by, from, or under him. **And** that he the said Marquess and his Heirs, shall, and will do, and suffer to be done at all times hereafter, within the space of three years next ensuing, at the costs and charges in the Law of the said *W.D.* and *C.* or one of them, or

Habend.

That he is owner of the Premisses, and hath power to grant.

For discharging of Incumbrances.

Except.

Quiet enjoyment.

Further assurance.

of

of the Heirs, Executors, or Adminiſtrators of the ſaid *W. D.* all and every act and acts, thing and things, as ſhall be reaſonably deviſed or adviſed by the ſaid *W. D.* and *C.* and either of them, or of the Heirs, Executors, or Adminiſtrators of the ſaid *W. D.* or their Learned Council in the Law of any of them, for the further aſſurance and ſure making of the Premiſſes, and every parcel thereof, unto the ſaid *W. D.* and *C.* and to the Heirs and Aſſigns of the ſaid *W.* be it by Fine or Feoffment, Recovery Inrolment, of theſe preſents, or otherwiſe with warranty only againſt the ſaid Lord Marqueſs and his Heirs, ſo as the ſaid Marqueſs and his Heirs ſhall not be driven and compelled, for making of any ſuch aſſurance to travel out of his or their houſe or houſes. **And further**, the ſaid Marqueſs **Covenanteth** &c. That he the ſaid *W. D.* his Executors and Adminiſtrators, ſhall and may at all times hereafter, at his and their coſts and charges, for and in the name of the ſaid Marqueſs, his Executors or Adminiſtrators, attempt, commence, proſecute and ſue all and all manner of lawful Actions and Suits whatſoever, againſt the ſaid *T. E.* his Heirs, Executors, or Adminiſtrators, for or by reaſon of any Covenant, Article, or Agreement, ſpecified or contained in the ſaid Indenture, bearing date the ſaid, &c. which ought to be obſerved, performed, fulfilled, and kept on the part and behalf of the ſaid *T.* his Heirs, Executors, or Adminiſtrators, and which heretofore hath been, or hereafter ſhall be broken or not obſerved or performed by the ſaid *T.* his Heirs, Executors, or Adminiſtrators. **And alſo**, one Writ or divers Writs of *Scire facias*, and all other Actions & Suits whatſoever, which ſhall or may be lawfully attempted, commenced, proſecuted, or ſued againſt the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or their Goods and Chattels, Lands and Tenements, for or by reaſon of one Recognizance bearing date the &c. knowledged by the ſaid *T. E.* before our ſaid Soveraign Lord the King, in his Court of high Chancery, wherein the ſaid *T.* ſtandeth bound to the ſaid Marqueſs in the Sum of 2000*l.* of &c. which Recognizance was made for the performance of the Covenants ſpecified and contained in the ſaid Indenture, which on the part and behalf of the ſaid *T.* his Heirs, Executors, or Adminiſtrators, ought to be obſerved or kept. **And**, That he the ſaid Marqueſs, his Heirs, Executors and Adminiſtrators, ſhall and will at all times, avow, juſtifie, and maintain all ſuch lawful Actions, Suits, and Executions. **And**, that he heretofore hath not done, cauſed, or ſuffered to be done, any thing whereby the ſaid Covenants and Agreements contained in the ſaid former Indenture, or any of them, or the ſaid Recognizance, or the ſaid ſum of 2000*l.* contained in the ſame, were or ſhall be releaſed, defeated, extinguiſhed, hindred, or determined. **And**, that he the ſaid Marqueſs his Heirs, Executors, or Adminiſtrators, ſhall not willingly and wittingly be non-ſuit in any of the ſaid Actions or Suits, or diſcontinue the ſame, or other thing do, cauſe, or ſuffer to be done, for or touching the abatement, bar, hurt, hindrance, or impairing of the ſaid Actions, Suits or Executions, without the aſſent of the ſaid *W. D.* his Executors or Adminiſtrators thereunto firſt had and obtained. **And**, that he the ſaid Marqueſs, his Heirs, Executors and Adminiſtrators, ſhall and will at all times hereafter

Not to travel

For ſuing upon breach of Covenants made to the Grantor.

And for ſuing upon the Recognizance for performance of theſe Covenants.

To juſtifie Actions, &c. That he hath not releaſed the Covenants or the Recognizance.

The Grantee to have the benefit of such Suits.

after permit and ſuffer the ſaid *W. D.* his Executors, and Adminiſtrators, to levy, perceive, take, have, and enjoy to his and their own uſe and uſes, the Sums of mony, coſts, damages, and benefit whatſoever, by ſuch Actions, Suits, and Executions, or any of them, as ſhall or may be recovered, had, obtained, or gotten: **And** ſhall do all ſuch acts and things, for the aſſurance of the ſame to ſaid *W. D.* his Executors or Adminiſtrators, as by him, his Executors or Adminiſtrators, or his or their learned Council in the Law, ſhall be reaſonably deviſed, or adviſed, and required ſo to be done. **In Witneſs** *&c.*

A Bargain and Sale by a man and his wife, of a houſe in London, *with Covenants to transfer the benefit of Bonds, and Covenants made to the Vendor at his Purchaſe.*

This **Indenture made**, *&c.* between *G. M.* and *A.* his wife, *T. M.* Son and Heir apparent of the ſaid *G.* and *R. M.* ſecond Son of the ſaid *G.* on the one part, and *R. C.* on the other part, **Witneſſeth**, That the ſaid *G.* and *A.* his wife, *T. M.* and *R. M.* for and in conſideration of the Sum of *&c.* to the ſaid *G.* well and truly paid by the ſaid *R. C.* before the enſealing of theſe Preſents, whereof and wherewith the ſaid *G.* and *A. T. M.* and *R. M.* do acknowledge themſelves ſatisfied, contented and paid,

Grant.

and thereof and of every part thereof, do acquit and diſcharge the ſaid *R. C.* his Heirs, Executors, *&c.* by theſe preſents, hath given, granted, bargained, and ſold; and by theſe preſents doth give, grant, bargain, and ſell to the ſaid *R. C.* his Heirs and Aſſigns, for ever, all that Capital Meſſuage, or Tenement, with the Appurtenances; And alſo all and ſingular the Shops called Cellars, Sollers, Ware-houſes, Yards, Rooms, Commodities, Eaſements, and Hereditaments, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining; and the Reverſion and Reverſions, of all and ſingular the Premiſſes: Which ſaid Meſſuage and Tenement, and other the Premiſſes, with the Appurtenances, our late Sovereign Lord *Edward* the *6th* late King of *England*, by his Letters Patents, dated at *L.* the 10*th* day of *N.* in ſecond year of his late Reign, amongſt other things, did give and grant to *W. G.* and to their Heirs for ever. And the ſaid *W. G.* and *W. H.* the ſame alſo amongſt other things by their Deed, &c. in the ſaid ſecond year of the ſaid late Reign of the ſaid late King *Edward* the *6th* did give and grant to *T. B.* &c. and his Heirs for ever. And ſithence as well the ſaid *T. B.* as alſo one *J. N.* &c. have ſeverally conveyed and aſſured the Meſſuage or Tenement, and all other the Premiſſes to the ſaid *G. W.* and to his Heirs and Aſſigns for ever. As by their ſeveral conveyances thereof made to the ſaid *G.* and his Heirs, will plainly appear. **And**, all the Eſtate, Right, Title, Intereſt, Reverſion, and Demand whatſoever, which the ſaid *G. A. T.* and *R. M.* have, or any of them hath, ſhall or may have, of, in, or to the ſaid Meſſuage or Tenement, and other the Premiſſes, with their Appurtenances, or of,

in,

in, or to any part or parcel thereof; And all and ſingular Deeds, Charters, Evidences, and Writings concerning the ſame Meſſuage or Tenement, and other the Premiſſes, or any part thereof: **To have, hold, and enjoy,** all and ſingular the ſaid Meſſuage and Tenement, with the Appurtenances, and all and every other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof to the ſaid *R. C.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *R. C.* & of his Heirs and Aſſigns for ever. **And,** the ſaid *G. W. T. W.* and *R. W.* for themſelves and every of them, and for their Heirs, Executors, and Adminiſtrators, and every of them, do covenant and grant, to and with the ſaid *R. C.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in form &c. That is to ſay, That he the ſaid *G. W.* and *A.* now his wife, are and do ſtand lawfully ſeiſed of the ſaid Meſſuage, and all other the Premiſſes, that is to wit, the ſaid *G.* in his Demeſn as of Fee, and the ſaid *A.* in her Demeſn as of Freehold, for the term of her life: **And** That he the ſaid *G.* and *A.* his wife, and *T. M.* and *R. M.* or ſome of them, now be the very true and only lawful and rightful owners of the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances: And have good right and lawful power & authority, to give, grant, bargain, ſell, and aſſure by theſe preſents, the ſame and every part thereof to the ſaid *R. C.* his Heirs and Aſſigns for ever. **And alſo,** That the ſaid Meſſuage and all other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof, now are and hereafter ſhall be and continue to the ſaid *R. C.* his Heirs and Aſſigns clearly diſcharged, and acquitted, or by the ſaid *G. T.* and *R.* their Heirs, Executors, or Adminiſtrators, from time to time and at all times, ſufficiently kept harmleſs, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Titles, Eſtates, and Incumbrances, had, made, knowledged, done, cauſed or procured by the ſaid *G. T.* and *R.* or any of them, or any other lawfully claiming by or from them, or any of them (the chief Rents and Services thereof, from henceforth to grow due to the chief Lords of the Fee, in reſpect of their Seigniory, only except and fore-priſed.) **And further,** The ſaid *G. T.* and *R.* do covenant &c. That he the ſaid *R. C.* his Heirs, and Aſſigns, ſhall and may peaceably and quietly from henceforth for ever, hold, poſſeſs, and enjoy the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, to and for the only uſe and behoof of the ſaid *R. C.* and of his Heirs and Aſſigns for every, without any let, interruption, moleſtation, reſiſtance or eviction of the ſaid *G. T.* and *R.* or any of them, or the Heirs of any of them, or of any other perſon or perſons, which have or ſhall have, or lawfully ſhall claim to have, any Eſtate, Right, Title, or Intereſt, of, in, or to the ſaid Meſſuage and Tenement, and other the Premiſſes, or any part thereof, by, from, or under the Eſtate, Title, or Intereſt of the ſaid *G. T.* and *R.* or by, from or under the Eſtate, Title, or Intereſt of any of them. **And moreover,** That the ſaid *G.* and *A.* now his Wife, and the ſaid *T.* and *R. M.* and their Heirs, and all and every other Perſon and perſons now having, or which hereafter ſhall have, or lawfully claim to have, any former Eſtate, Right, Title,

Habend.

Seiſid. &c.

Power to ſell.

Diſcharged of incumbrances.

Quiet enjoyment.

For further aſſurance.

or Intereſt, of, in, or to the ſaid Meſſuage and Tenement, with the Appurtenances, or any other the Premiſſes, or any part thereof, by, from or under the Eſtate of the ſaid *G.* upon every reaſonable requeſt, from time to time and at all times, during 3 years next enſuing, from the day of the date of theſe preſents, at the coſts and charges of the Law only of the ſaid *R. C.* ſhall and will do, make, knowledge, ſuffer, and execute all and every ſuch lawful and reaſonable act and acts, thing and things, with warranty only againſt themſelves and their Heirs, and all other, claiming by or from them or any of them, which the ſaid *R. C.* his Heirs or Aſſigns or his or their learned Council, ſhall reaſonably and lawfully deviſe or adviſe and require, for the further and better conveyance, ſurety, aſſurance, and ſure making of the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, to be had, conveyed, and made ſure to the ſaid *R. G.* his Heirs and Aſſigns for ever, abſolutely in Fee-ſimple for only uſe of the ſaid *R. C.* and of his Heirs and Aſſigns for ever.

Power for the Vendee to ſue &c. upon any Bond or Covenant made to the vendor concerning the Premiſſes.

And, The ſaid *G. T.* **Covenanteth** &c. That he the ſaid *R. C.* his Heirs, Executors, and Adminiſtrators, at their own coſts and charges, ſhall and may lawfully have, uſe, and proſecute in the name and names of the ſaid *G.* and of his Executors, and Adminiſtrators, all & ſingular Suits, Actions, Remedies, and Recoveries againſt the ſaid *T. B.* and *L. N.* their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of every of them, from time to time and at all times, which can or may be taken, commenced, or proſecuted upon any Covenant or Bond made to the ſaid *G. W.* by the ſaid *T. B.* and one *J. B.* and by the ſaid *J. N.* or by any or either of them, in any wiſe touching or concerning any other Bargain or Conveyance of the premiſſes, or any part thereof.

That the Vendor will juſtifie all ſuch Actions.

And further, That the ſaid *G.* his Executors and Adminiſtrators, ſhall and will allow, avow, and juſtifie, all and every Action and Actions, Suits, Plaints, and Recoveries whatſoever, upon any the ſaid Covenants, Bargains Conveyances, or Bonds aforeſaid, or any of them, which by the ſaid *R.* his Heirs, Executors, or Adminiſtrators, at their own proper coſts & charges, in the name or names of the ſaid *G.* or his Executors or Adminiſtrators, ſhall be had, ſued, commenced, or proſecuted.

That he hath not nor will without the conſent of the Vendee releaſe ſuch Bonds &c.

And alſo, That he the ſaid *G.* heretofore hath not, nor he the ſame *G.* his Executors or Adminiſtrators, or any of them, without the ſpecial requeſt and conſent of the ſaid *R. C.* his Heirs, Executors, or Adminiſtrators, ſhall not, or at any time hereafter diſcharge any of the ſaid Bonds, Covenants, Bargains, Grants, or Conveyances; nor ſhall releaſe, diſcharge, withdraw, diſavow, hinder any Action, Suit, Recovery, or Execution whatſoever, to be commenced, ſued, or had upon any of the ſaid Covenants, Bonds, Bargains, Grants, or Conveyances; neither ſhall wilfully commit, do, or knowledge any act or acts, thing or things whatſoever, which might hinder prejudice, or abate any of the ſaid Actions, Suits, Recoveries, or Executions in any wiſe, without ſuch ſpecial conſent and requeſt as aforeſaid. **And moreover**, That he the ſaid *R. C.* his Executors and Adminiſtrators, ſhall or lawfully may have, take, and enioy, to the only uſe and profit of the ſaid *R.* and of his Heirs, Executors, and Adminiſtrators, all the benefits, advantages

vantages and commodities of all and every the ſaid Actions and Suits, and of the Executions thereof, without any let, impediment, denial, or reſiſtance of the ſaid *G.* his Heirs, Executors or Adminiſtrators, and without any account therefore, or for any part thereof, to the ſaid *G.* his Executors or Adminiſtrators, to be made or given. In Witneſs, &c. *The Vendees have the benefit of ſuch Suits.*

A Bargain and Sale by a Company, of Land in London, *deviſed to them under ſeveral conditions from which they covenant to free the Land, and wherein the Grantee chargeth back the Land, with an Annuity to the Company for ever, with a clauſe of diſtreſs* &c.

This Indenture, &c. between the Wardens or Keepers and Fellowſhip of the Myſtery of *B.* of the City of *L.* on the one party, and *A. R.* &c. of *B.* on the other party, Witneſſeth, That the ſaid Wardens &c. have given, granted, bargained, and ſold, and by theſe Preſents do &c. to the ſaid *A. R.* and his Heirs for ever, all that their Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being in the Pariſh of &c. in *L.* aforeſaid, now or lately being in the Tenure or Occupation of the ſaid *A. R.* and now commonly called and known by the name and ſign of the *S.* And alſo all and ſingular Shops, Cellars, Sollers Chambers, Buildings, Yards, Lights, Rooms, Ways, void Grounds, Commodites, Eaſements, and Hereditaments, whatſoever they be, with all and ſingular their Appurtenances, to the ſaid Meſſuage or Tenement belonging or appertaining, or as any part or parcel of the ſame, now or lately, or at any time heretofore, demiſed, letten to Farm, had, uſed, or occupied with the ſame. And the Reverſion and Reverſions of the ſaid Meſſuage or Tenement, and of all other the Premiſſes, with all and ſingular their Appurtenances, and all the Right, Title, Intereſt, and Eſtate, whatſoever, which the ſaid Wardens or Keepers and Fellowſhip of the Myſtery of *B.* of the City of *L.* and their Succeſſors, have, can, or may have, of, in, or to ſaid Meſſuage or Tenement, and all other the Premiſſes with their Appurtenances, and every or any part and parcel thereof by any way or means whatſoever. And all and ſingular Deeds, Evidences, Charters, and Writings, which the ſaid Wardens or Keepers, or any of their ſaid Fellowſhip, or any other, to their uſe, have, or can, or may lawfully get or come by without Suit in the Law. To have, hold and enjoy, all the ſaid Meſſuage and Tenement, and all and every other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof, and all the ſaid Eſtate, Right, Title, and Intereſt, of the ſaid Wardens or keepers and Fellowſhip, of the Myſtery of the ſaid *B.* of the City of *L.* and of their Succeſſors, of, in, and to the ſame, and every or any part or parcel thereof to the ſaid *A. R.* his Heirs and Aſſigns for ever, to the only uſe of &c. And, The ſaid Wardens or Keepers and Fellowſhip of the

Grant.

writings.

Habend.

Covenant to Discharge of Incumbrances.

the Myſtery of the *B.* of the City of *L.* for them and their Succeſſors, Do **covenant and grant** to and with the ſaid *A. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe Preſents, in form &c. That they the ſaid Wardens or Keepers and Fellowſhip of the ſaid Myſtery, and their Succeſſors, ſhall and will at all times, and from time to time hereafter, acquit, diſcharge, or otherwiſe ſave and keep harmleſs, as well the ſaid Meſſuage and Tenement, and all other the premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof; as alſo the ſaid *A. R.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Annuities, Rents, Charges, Arrearge of Rents, and alſo of and from all fomer Eſtates, Uſes, Intereſts, Charges, and Incumbrances, had, made, given, granted, pretended, challenged, claimed, demanded or charged; or to be had, made &c. by the ſaid Wardens or Keepers and Fellowſhip aforeſaid, or their Succeſſors, or by any other perſon or perſons whatſoever, (all Leaſes and Eſtates for term of years heretofore made of the Premiſſes to the ſaid *A. R.* and his Aſſigns, and the chief Rent to be thereof due and payable to the chief-Lord or Lords of the Fee, only except and fore-priſed) **And further**, That they the ſaid Wardens &c. and their Succeſſors, at and upon every reaſonable requeſt to them the ſaid Wardens for the time being, to be made by the ſaid *A. R.* his Heirs and Aſſigns, and at the coſts and charges in the Law, only of the ſaid *A. R.* his Heirs, Executors or Aſſigns, ſhall and will make, do, knowledge, ſuffer, and cauſe &c. all and every ſuch further aſſurance and aſſurances; and do all, and every ſuch lawful act and acts, thing and things, in the Law whatſoever, which during the term of 7 years next enſuing the date of theſe Preſents by the ſaid *A. R.* his Heirs or Aſſigns, or by his or their Counſel learned in the Laws of this Realm from time to time ſhall be reaſonably and lawfully deviſed or adviſed for the further or better aſſurance, ſurety and ſure making of all the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, and of every part and parcel thereof and of the Reverſion and Reverſions thereof to be had, conveyed and ſure made to the ſaid *A. R.* his Heirs and Aſſigns, to his and their own uſe for ever, without any manner of condition with warranty only of the ſaid Wardens or Keepers and Fellowſhip, only againſt them and their Succeſſors. **And** it is agreed between the ſaid parties to theſe Preſents, That all Fines and Recoveries, and other Conveyances and Aſſurances whatſoever of the Premiſſes, or any part thereof to be had, made, knowledged or ſuffered by the ſaid Wardens or Keepers and Fellowſhip and their Succeſſors, to the ſaid *A. R.* his Heirs and Aſſigns ſhall be to the only uſe and behoof the ſame *A.* and of his Heirs and Aſſigns for ever, and to none other uſe or uſes, intent and purpoſe whatſoever. **And** alſo Whereas in the 12*th* year of K. *C.* 2. *S. H.* made and declared his laſt Will and Teſtament of the ſaid Capital Meſſuage, with the Appurtenances, and of the ſaid Tenement thereunto belonging or appertaining: and by the ſaid Teſtament, after divers limitations, deviſed the ſaid Meſſuage, and Tenement unto the ſaid Wardens, Keepers and Fellowſhip of the Myſtery

Exception.

To make a further aſſurance.

All Fines &c. to be to the uſe of the Grantee.

Recital of the deviſe.

of *B.* the name of the Wardens and Fellowſhip of the Craft of *E.* and brother of &c. in the City of *L.* upon divers and ſundry conditions, and to divers intents and purpoſes, as by the ſaid laſt Will and Teſtament more plainly may appear; **The ſaid** Wardens &c. do Covenant &c. that they and their Succeſſors ſhall clearly and freely acquit, exonerate, diſcharge & ſave harmleſs the ſaid capital Meſſuage with the Appurtenances, and the ſaid Tenement thereunto adjoyning for ever, of and from all manner of Conditions, Limitations, Uſes and Intents, and of and from all manner of Scruples, Doubts, Ambiguities, Articles, Clauſes, Sentences, Legacies, or Requeſts, to and with every thing and things contained, mentioned, expreſſed, bequeathed or otherwiſe mentioned within the ſaid Will and Teſtament. And in conſideration of the ſaid Grant, Bargain, Sale, Covenants and Agreements aboveſaid made and granted by the ſaid Wardens &c. and on their part truly to be Performed and fulfilled towards the ſaid *A. R.* his Heirs and Aſſigns, in manner and form aforeſaid. The ſaid *A. R* before the date hereof, hath contented and paid to the ſaid Wardens &c. the ſum of 40 Marks of &c. whereof, and wherewith the ſaid Wardens &c. knowledge themſelves to be truly ſatisfied & paid. **And further**, The ſaid *A.* by theſe Preſents doth Give and Grant to the ſaid Wardens &c. and their Succeſſors for ever, one yearly Rent of 12 *l.* 6*s.* 8*d.* of &c. to be iſſuing and going out of the ſaid Meſſuage and Tenement, with the Appurtenances, and all and every other the Premiſſes with their Appurtenances, **To have, hold**, perceive, receive, and take, the ſaid annual Rent to the ſaid &c. and their ſucceſſors for ever, yearly to be paid at the Feaſt of &c. or whithin &c. next after every of the ſame Feaſt daies by even portions; the firſt payment thereof to begin and to be made at the Feaſt of &c. or within &c. And if it ſhall happen the ſaid annual Rent of &c. or any part thereof to be behind and unpaid by the ſpace of &c. after any of the Feaſt-daies wherein it ought to be paid as aforeſaid, That then and ſo often it ſhall and may be lawful to and for the ſaid Wardens &c. into the ſaid Meſſuage and Tenement, and all other the Premiſſes with their Appurtenances, to enter and diſtrain; and all and every the diſtreſs & diſtreſſes there to be found, lawfully and quietly to take, bear, and carry away, and with them to hold, retain and keep until they or their Aſſigns, or ſome of them ſhall be fully paid and ſatisfied, of and for the ſaid Annuity and all arrearages thereof if any be. **Provided allways** That the ſaid Wardens &c. ſhall not at any time charge the perſon or perſons of the ſaid *A. R.* his Heirs and Aſſigns, to, or with the ſaid yearly rent of, &c. This preſent Gift or Grant notwithſtanding. **And**, the ſaid *A. R.* **Covenanteth** &c. That he the ſaid *A.* his Heirs and Aſſigns, at all times from henceforth plainly and uprightly without any fraudulent or covenous practice or conſederacy to be made with any other perſon or perſons according to his and their lawful Eſtate, Right and Title, and as by courſe of the Laws of this Realm they may do, and by their Council learned in the ſame Laws ſhall be adviſed to be done, ſhall and will maintain and defend all claims, titles, challenges, and demand whatſoever, which ſhall be hereafter made to the Premiſſes, or any part thereof, and that as often as

Covenant to free the Lands from all matters and thing therein contained

Grant of a Rent.

Habend.

A clauſe of Diſtreſs.

Proviſo, not to charge the perſon.

The Grantor of the Rent Covenants to defend all claims, and to give the Company notice thereof, and ſhall ſuffer his Council and the Companits to conſerve and ſuffer ſuch defence to be made as both Councils ſhall agree.

as any such claim, title, challenge or demand, shall be so made to the knowledge of the said *A.* his Heirs or Assigns, that then and so often as he or they shall thereof give or leave notice and knowledge to the said Wardens, &c. or their Successors, at their Common-Hall situate in *G.* Lane in *L.* and upon reasonable request shall suffer and agree, that the Council learned in the said Laws of the said Wardens &c. shall and may have conference with the Council of the said *A.* and of his Heirs and Assigns, for and concering the defence of all the said claims, challenges and demands, and shall and will condescend and argee to such pleading and defence therein to be made, as upon such conference between their Counsellors, by the same Counsellors shall be resolved to be most meet and convenient for the defence of such title and claim, as shall chance or fortune hereafter at any time or times so to be made. In Witness, &c.

To leave notice with the wardens, &c.

To defend the claim.

A Bargain and Sale of the Moyety of a Mannor, and of an Advowson.

THis Indenture &c. between *A. C.* &c. *T. H.* &c. and *A. H.* of &c. on the one party, and *J. L.* &c. on the other party; Witnesseth That whereas one *N. S.* Son to *E.* of late of &c. Son and Heir of *J. S.* &c. by sufficient Conveyance and Assurance in the Law, was lawfully seised of an Estate of Inheritance of and in all the Moyety and half-Deal, of the Mannor of *W.* with the Appurtenances, and of the Moyety of 10 Messuages, 4 Tofts, one Water-Mill, 10 Gardens, 400 Acres of Land, 200 Acres of Meadow, 400 Acres of Pasture, 30 Acres of Wood & 40 *s.* of yearly Rent and Appurtenances in *W.* and of the Moyety of the Advowson of the Church of *W.* and of divers other Lands and Tenements to the said Moyety of the said Mannor of *W.* belonging, and so being thereof seised, and to the intent to convey the absolute Fee-simple and Inheritance unto the said *A. C.* and his Heirs of the one Moyety of the said Premisses and Mannors by his Deed Indented, dated &c. did bargain, and sell unto *E. R.* and *J. H.* Esquires, and to their Heirs, all that the said Moyety and half deal of the said Mannor of *W.* with the Appurtenances in the said County of *O.* together with Moyety and half-Deal of the Water-Mill in *W.* aforesaid, and Moyety of the Advowson and Right of Patronage of the Rectory and Parish Church of *W.* aforesaid, and all Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods and Trees, and the soil and ground of the Commons, Wast-grounds Heaths, Rents, Reversions, Services, Liberties, Franchises, Priviledges, Profits, Commodities and Advantages whatsoever to the said Moity and half Deal of the said Mannors, and other the Premisses belonging or appertaining, or part or pacel, or member thereof being, and also all other his Messuages, Lands, Tenements and Hereditaments, with the Appurtenances in *W.* aforesaid, or elsewhere in the said County of *O.* and after

First Grant.

levied

levied a Fine, and ſuffered a Recovery thereof in form of Law; which Fine and Recovery, as is expreſſed in the ſaid Deed Indented were had, levied, executed, to, and for the uſe of the ſaid *A. C.* and his Heirs, as by the ſame Deed appeareth. And whereas afterwards the ſaid *A. C.* and *J.* his wife, *W. C.* and *M.* his Wife, *B. P.* and *E.* his wife; which ſaid *M. C.* and *E. P.* were the daughters and only next Heirs of *Y. S.* which was the eldeſt ſon of the ſaid *E. S.* by their Deed Indented bearing date the &c. did bargain and ſell to the ſaid *A. H.* and his Heirs, all the ſaid Moiety of the ſaid Mannors of *W.* with the Appurtenances, and 200 Acres of Land, 50 Acres of Meadow. &c. and all and ſingular Lands, Tenements, and Hereditaments, and every part and parcel thereof, in the Pariſhes aforeſaid, late the Inheritance of the ſaid *E. S.* and after that the ſame *A. C.* and *J. W. C.* and *M. B. P.* and *E.* his wife, did levy a Fine of all the ſaid Moiety of the ſaid Premiſſes, to the uſe of the ſaid *A. H.* and of his Heirs for ever, as further by the ſaid Fine and former Conveyances, and the circumſtances thereof, doth and may appear. *Recital.*

Now, The ſaid *A. T. C. H.* and *A. H.* for a certain Sum &c. whereof &c. have bargained and ſold, and by theſe preſents, do grant, alien, bargain, ſell, releaſe, and confirm unto the ſaid *J. L.* his Heirs and Aſſigns for ever, all the ſaid Moiety of the ſaid Mannor of *W.* &c. And alſo all other the Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances in *W.* aforeſaid, or elſewhere in the ſaid County of *B.* which late were of the ſaid *E. S.* except 20 Acres of Land in *Y.* of which the ſaid *A. C.* lately heretofore hath bargained and ſold unto one *A. B.* and his Heirs, together with all Deeds, Charters, Evidences, Writings, concerning the Premiſſes, or any part thereof; *Bargain and Sale.*

To have and to hold all the ſaid Moiety of the ſaid Mannor of *W.* and all and every other the premiſſes, with their Appurtenances, (except only before excepted) to the ſaid *J. L.* his Heirs and Aſſigns for ever, to, and for the only uſe and behoof of the ſame *J. L.* his Heirs and Aſſigns for ever, *Habend.*

And, the ſaid *T. H.* and *A. H.* for themſelves &c. covenant &c. with the ſaid *J. L.* That the ſaid Moiety of the ſaid Mannor, and all other the Premiſſes, with their Appurtenances (except before excepted) now be, and for ever hereafter ſhall abide, continue, and be, to the ſaid *J. L.* his Heirs and Aſſigns, clear and free diſcharged and acquitted; or otherwiſe by the ſaid *T.* and *A.* their Heirs, Executors, or Adminiſtrators, ſaved harmleſs from time to time, and at all times, of and from all and ſingular former Bargains, Sales, Gifts, Grants Leaſes, Joyntures, Dowers, Fees, Annuities, Rents, Arrearges of Rents, Eſtates, Titles, Charges, Demands, and Incumbrances whatſoever, before the enſealing and delivery of theſe preſents, had, made, done, procured or agreed unto, by the ſaid *T.* and *A.* or either of them, the chief Rents and Services from henceforth, to be due to the chief Lords of the Fee, and all ſuch Bargains and Conveyances, as the ſaid *A.* heretofore hath made to the ſaid *A. C.* and his Heirs only (except and fore-priſed.) *Diſcharged of Incumbrances.*

Provided always, That theſe Indentures, or any Article or Covenant, contained in the ſame, ſhall not extend to charge the ſaid *T.* and *A. H.* or either of them, or the Heirs, Executors, or Adminiſtrators, of either of them, *The Vendors to be charged for their own Acts*

them otherwise, or further, then only for such Acts, Incumbrances, and charges, as are already done, executed, or agreed upon by the said *T.* and *A.* or either of them, which shall or may incumber, charge, or impeach the Premisses, or any part thereof contrary to the intent and true meaning of these presents. And The said *A. C.* covenanteth &c. in form &c. That he the said *A. C.* and the said *T. H.* and *A. H.* or some of them, at the ensealing and delivery of these presents, are, or be the rightful, true and perfect owner or owners of the said Moiety of the said Mannor of *W.* and other the said bargained Premisses, with the Appurtenances (except before excepted) And that they, or some of them, now are, and do stand thereof, and of every part thereof now at the ensealing and delivery of these presents, lawfully seised in his or their Demesn as of Fee, to the only use of him or themselves, and of his or their, or some of their Heirs without any condition or limitation of use or uses; And that they, or some of them have, or hath good rightfull power, and lawful authority, to give, grant, bargain, sell, and assign the said Moiety of the said Mannor, and all other the Premisses, with their Appurtenances (except before excepted) to the said *J. L.* his Heirs and Assigns in manner and form aforesaid. And that the said Moiety of the said Mannor, and all other the said above bargained Premisses, with their Appurtenances (except before excepted) now be, and for ever hereafter shall abide, continue, and be unto the said *J. L.* his heirs and Assigns, freely and clearly discharged and acquitted, or otherwise by the said *J. C.* his Heirs or Executors, saved harmless, from time to time, and at all times, of, and from all and singular former Bargains, &c. and Incumbrances whatsoever heretofore had, made, done, or executed, by the said *A. C. A. H. E. S.* and *N. S.* or any of them, or any the Ancestors of the said *E.* or *N.* or by any other person or persons, which had, or have any former Estate in the Premisses, or any part thereof, by or under the Estate of the said *A. C. A. H. E. S.* and *N. S.* or any of them, or any the Ancestors of the said *N.* or *E.* the chief Rents, &c. and one Lease made by word to one *R. B.* of &c. to endure for the term of &c. now to come, by and under the payment of the yearly Rent of &c. and one other Lease &c. to one *R. L.* &c. and such interest of Common and other benefits, as the Lords and Tenants of the said Mannor of *S. W.* can lawfully claim in a piece of ground called *E.* parcel of the above bargained Premisses only except and fore-prised **And further**, That he the said *A. C.* and *J.* now his wife, and the said *W. C.* and *M.* his wife, and *B. P.* and *E.* his wife, and the said *R. L.* and *M.* his wife (saving only to the said *R.* the Lease for years above excepted) and all and every other person and persons, having or lawfully claiming to have any former Estate, Right, Title, Demand, or Interest of, in, out, or to the said Moiety &c. and all other the above bargained Premisses, or any party thereof, by or under the Estate of the said *E. S.* except the chief Lords aforesaid, and the said Lessees, and their Assigns, and the said Lords and Tenants of the said Mannor of *S. W.* claiming only their several Right and Estate above excepted, during the space of 3 years now next coming, from time to time, and at all times, upon reasonable request, and

Seised in Fee.

Power to grant.

Discharged of Incumbrances.

For further Assurances

at

at the coſts and charges in the Law only of the ſaid *J. L.* his Heirs, Executors, or Aſſigns, ſhall and will do, knowledge and ſuffer, and cauſe to be done &c. all and every ſuch lawful and reaſonable act and acts, thing and things, deviſe and deviſes in the Law, for the further and better aſſurance, ſurety, and ſure making of all the Moiety of the ſaid Mannor of *W.* with the Appurtenances, and of the other above bargained Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *J. L.* his Heirs and Aſſigns, to and for the only uſe &c. as by the ſaid *J. L.* his Heirs and Aſſigns, or his or their learned Council (with Warranty only againſt the ſaid *A. C.* and the other perſons aforeſaid, which ſhall happen to be parties to ſuch further aſſurance ſeverally againſt themſelves and their Heirs) ſhall be reaſonably deviſed or adviſed. In Witneſs,

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A Sale by Executors of Land belonging to their Teſtator.

THis Indenture, &c. between *R. S. &c. J. P. &c.* and *A. &c.* his wife, and *T. H.* Executors of the laſt Will and Teſtament of *E. C.* late *&c.* on the one part, and *J. H. &c.* on the other part, Witneſſeth, That the ſaid *R. S. J. P. A.* his wife, and *T. H.* according to the tenor and true meaning of the ſaid laſt Will and Teſtament of the ſaid *E. C.* which late was the wife of *T. C. &c.* and by force and virtue of the ſame laſt Will and Teſtament, for, and in conſideration of the ſum of 170 *l.* of *&c.* to *&c.* whereof *&c.* have, bargained, ſold, and granted, and by theſe Preſents do fully and clearly bargain, ſell, and grant unto the ſaid *J. H.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances, ſet, lying, and being, *&c.* And alſo all and ſingular Shops, Cellers, Yards, Commodities, Eaſements, and Appurtenances, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or as part or parcel thereof, had, uſed, reputed, or occupied: And all and every the Deeds, Evidences, Writings, and Mynuments, concerning only the Premiſſes or only any part or parcel thereof. All which ſaid Deeds, Evidences, *&c.* aforeſaid, together with the true Copies of all other Deeds, Evidences, Wills, Writings, and Mynuments, which do concern the ſaid Tenement; or as many of them, as they the ſaid *R. I. A.* and *T.* or any of them, have, or hath, which they, or any of them, may lawfully come by, without Suit in the Law, the ſaid *R. J. A.* and *T.* for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, do covenant and grant, and every of them covenanteth and granteth to and with the ſaid *J. H. &c.* well and truly to deliver, or cauſe to be delivered unto the ſaid *J. H.* his Heirs or Aſſigns, at or before *&c.* next *&c.* To have, hold, and enjoy, all the ſaid Meſſuage or Tenement, and all other the premiſſes, with their Appurtenances, unto the ſaid *J. H.* his Heirs and Aſſigns for ever, to and for the only and proper uſe and behoof of the ſaid *J. H.* his Heirs and Aſſigns for ever. And, the ſaid *R. S. J. P.* and *T. H.* for them, and for the ſaid *&c.*

Bargain and Sale.

And all writings.

Habend.

The Vendors Covenant to make the Vendee a good eſtate before

A. P.

A. P. and every of them, and for the Heirs, Executors, and Administrators of every of them, do covenant and grant, to and with the said *J. H.* his Heirs, Executors, Administrators and Assigns, and every of them, by these presents, in manner and form following: That is to say, That they the said *R. J. A.* and *T.* or the Heirs of the Survivor or Survivors of them, at or before the 20 day of *F.* next &c. at the costs and charges of the said *J.* and of his Heirs or Assigns, shall make and execute, or cause &c. unto the said *J. H.* his Heirs, and Assigns for ever, a good, sure, sufficient, and lawful estate and assurance in the Law in Fee-simple, of and in all the said Messuage, and all other the Premisses, with their Appurtenances, to the only use and behoof of the said *J. H.* his Heirs and Assigns, for ever, without any manner of condition or limitation of use. And that the said Messuage and Tenement, and all other the premisses, with their Appurtenances now are, and be at the time of the making and executing of the said Estate and assurance in form aforesaid, to be made and executed, shall be, and from henceforth shall continue and abide to the said *H. J.* his Heirs or Assigns clear and clearly acquitted and discharged, or at all times from time to time, sufficiently saved harmless, of and from all and every former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Annuities, Fees, Joyntures, Dowers, Fines for Alienations, Intrusions, and of and from all and every other Charges, Titles, Troubles, and Incumbrances whatsoever they be; had, made, committed, done or agreed unto by the said *R. S. J. A.* and *T.* or any of them. **And moreover**, That they the said *R. J. A.* and *T.* or the Heirs of the Survivor or Survivors of them; and also all and every other person or persons, any thing lawfully having or claiming, or which at any time or times hereafter, shall or may lawfully have or claim any thing, of, in, or to the said Messuage, and other the Premisses, or any part thereof, by, from, or under the said *R. S. J. P.* and *A.* his wife, and *T. H.* or any of them, at all times hereafter, and from time to time, during the space of 3 years next &c. upon the lawful request, and at the costs and charges in the law of the said *J. H.* his Heirs or Assigns, shall and will further do, cause, knowledge, and suffer to be made, done, and knowledged all and every such further lawful act and acts, devise and devises, thing and things of assurance whatsoever, with Warranty only against the said *R. J. A.* and *T.* and their Heirs: As by the said *J. H.* his &c. shall be reasonably devised or advised for the further or better assurance, sure making, and conveying of the said Messuage, and of all other the above bargained Premisses, to be had and made to the said *J. H.* &c. to only uses &c. **Provided always**, That the said *R. J. A.* and *T.* or any of them, or the Heirs or Assigns, of them, or of any of them; shall not be compelled to travel in and about the making and executing of the said Assurances, or any of them, any further than the Cities of *L.* or *W.* and the Suburbs of the same. **In Witness**, &c.

To discharge of Incumbrances

To make further assurance.

Not to travel.

A Bargain and Sale by the Assignees of a Patentee of Concealed Land.

THis Indenture, &c. between *A. K.* of *L.* Esq; and *F. K.* of *L.* Gent. on the one party, and *C. R.* of *T.* in the County of *C.* Gent. on the other party, Witnesseth, That the said *A. K.* and *F. K.* for and in consideration of a certain sum of &c. whereof, and wherewith &c. and thereof, and therefore &c. have granted, aliened, bargained, and sold, and by these presents &c. unto the said *C. R.* and his Heirs for ever, all that their House or Scite of the late Monastery of *T.* and all Houses, Edifices, Barns, Stables, Dove-houses, Orchards, Gardens, Lands and Soil, as well within the said Scite and precinct of the same late Monastery: And all and all manner of Demesn Lands there to the same late Monastery some time belonging and appertaining, and within the same before that used or occupied, now or late in the Tenure or Occupation of *H. J.* Kt. or his Assigns. And the Reversion and Reversions of all and singular the Premisses; And all and all manner of Woods, Underwoods and Trees, in and upon the Premisses, and the Ground and Soil of the same Woods, Under-Woods and Trees: And all and singular Rents, Revenues, and yearly Profits whatsoever, reserved upon any Lease or Leases made of the Premisses, or of any part thereof, together with such Views of Franck-pledge, Courts, Leets, Law-days, Chattels wayfed and strayed, free Warrens, Knights Fees, and withall & all manner those and such Liberties, Franchises, Priviledges, Jurisdictions, Profits, Commodities, and Emoluments whatsoever, as any Abbot or Prior of the said late Monastery of *T.* or any other person or persons, having or possessing the Premisses, or any part thereof, or of any part or parcel thereof seized, ever had, held, and enjoyed; or ought to have had, holden, or enjoyed, the said Scite and other the Premisses, or any part thereof, by reason of any Charter of Gift, Grant, or Confirmation, or of any Letters Patents, by our said Sovereign Lord the King which now is, or any of his Progenitors Kings of *England* by any manner of means made, granted, or confirmed; or by reason of any Prescription, Use or Custom, before this time had or used; or otherwise, by any manner of means, Right, or Title, so fully, wholly, and amply, as *R. H.* Kt. Citizen and *A.* of *L.* and *A. G.* Citizen and *A.* of *L.* and *T. A.* Citizen and *H.* of *L.* the said Scite and Demesn, Lands, and other the Premisses, amongst other things late had, to them and their Heirs, of the Gift and Grant of our said Sovereign Lord King *C.* by vertue of his Letters Patents thereof to them made, under the Great Seal of *England*, and bearing date at *G.* the &c. in the 12th year of his Reign: And in as large and ample manner, as the said *A.* and *F.* the said Scite, and other the Premisses, amongst other things late had to them and their Heirs, of the Bargain, Sale, Grant, and Feoffment, of the said *R. H.* Kt. *A. G.* and *T. A.* by vertue of their Deed thereof

Grant.

Except &c. thereof made to the ſaid *A.* and *F.* bearing date &c. except and always reſerved to the ſaid *A.* and *F.* their Heirs and Aſſigns, the Granges of *A.* and *B.* with their Appurtenances, and all and ſingular Lands, Tenements, and Hereditaments, to the ſame two Granges, or either of them belonging, or in any wiſe appertaining; *Habend.* **To have and to hold** the ſaid houſe &c. except before excepted, to the ſaid &c. his Heirs and Aſſigns for ever to the only uſe of &c. to be holden of our ſaid Sovereign Lord the King, his Heirs and Succeſſors, as of the Mannor of *E.* within the County of *K.* by Fealty only in Free Soccage, and not in chief, for all Rents, Services, and Demands whatſoever for the Premiſſes, or any part thereof to our ſaid Sovereign Lord the King, his Heirs or Succeſſors, in any wiſe to be yielded, paid, or done. *Tenend.* *Diſcharged from Incumbrances.* **And**, the ſaid *A.* and *F.* for them, their Heirs, Executors, and Adminiſtrators, and every of them, do covenant &c. in manner &c. That is to ſay, The the ſaid Scite and Demeſn Lands, &c. and all other the premiſſes above ſpecified, to be bargained and ſold by theſe preſents, except before excepted, now are, and ſtand, and from henceforth for ever ſhall continue, ſtand, and be, to the ſaid *C.* his Heirs and Aſſigns, free and clearly diſcharged and acquitted, or at all times &c. [*Sa follow the Incumbrances.*] *Quiet enjoyment.* And alſo that the ſaid *C.* his Heirs and Aſſigns for ever, ſhall or may peaceably and quietly, have, hold, and occupy, all and ſingular the ſaid Scite and Demeſn, Lands, &c. except before excepted. And ſhall or may from time to time, and at all times hereafter, have, take, gather, perceive, receive, and enjoy, all and ſingular the Rents, Iſſues, and Profits thereof, to, and for the only uſe, Commodities, and behoof of the ſaid *C.* his Heirs and Aſſigns, without any let, &c. of the Grantors, or either of them, or of any other perſon or perſons, by the means, title, or procurement of the ſaid *A.* and *F.* or either of them, or of their Heirs or Aſſigns, or the Heirs or Aſſigns of either of them. **In Witneſs** &c

This Deed to be knowledged and enrolled, and then a Releaſe to the Poſſeſſion of the ſaid C. V. from R. H. A. G. *and* T. A. *and* W. B. *with Warranty againſt them and their Heirs.*

A Bargain and Sale of a Remainder to three perſons, each to have a 3d part with Covenants, that the Heirs of the Vendors (who may have intereſt) ſhall not go about to reverſe or annul any Fine or Recovery, paſſed by the Vendors, for aſſurance of the Land.

This Indenture &c. Between *R. C.* of *L.* in the County of *N.* Gent and *J. L.* of *L.* and one of the Daughters of *T. L.* late of the City of *L.* deceaſed, and of *A.* his Wife on the one party; and *A. C.* Wife of *T. C.* of &c. Eſq; *K. B.* Wife of *E. B.* daughter of *G. B.* and *W. B.* daughters of the ſaid

ſaid *T. L.* and *A.* his wife on the other party. **Witneſſeth**, That whereas the ſaid *T. L.* in his life time, for divers good and ſufficient conſiderations, did by his ſufficient Writing, under his Hand and Seal, convey and aſſure, or cauſe to be conveyed and aſſured to the uſe hereafter in theſe preſents mentioned and expreſſed, all that the Capital Meſſuage, with the Appurtences, ſituate in or near *J.* &c. late in the Tenure &c. all houſes, buildings &c. to the ſaid Meſſuage belonging, that is to ſay to the uſe of him the ſaid *T. L.* for term of his life, without impeachment of Waſte, & after his deceaſe, the remainder of all and ſingular the Premiſſes, with their Appurtenances, to the uſe of the ſaid *A.* for term of her life; and, after her deceaſe, the remainder of all and ſingular the Premiſſes, with their Appurtenances, to the uſe of the ſaid *J. L.* and of the Heirs of the body of the ſaid *J.* lawfully begotten, or to be begotten, (**And ſo limiting the uſes to the ſaid other three Siſters**) as by the ſame Conveyance more at large may appear; and after the ſaid *T.* dyed, by and after whoſe death the ſaid *A.* entred into the Premiſſes, and was, and yet is of the ſame lawfully poſſeſsed and ſeiſed in her Demeſne as of Free-hold, for term of her life by virtue of the ſaid Conveyance and Aſſurance, and of the Statute of uſes in that behalf made & provided; the remainder thereof to the ſaid *J. L.* and to the Heirs of her body lawfully begotten, with remainders over in manner and form aforeſaid, **And whereas**, The ſaid *R. C.* ſhall by the Grace of God marry, and take to his wife the ſaid *J. L.* Now the ſaid *R.* & *J.* for and in conſideration of the ſum of 500*l.* to them paid &c whereof &c. have Granted, Bargained, Sold, Releaſed, and Confirmed; and by theſe preſents do grant &c. unto the ſaid *A. C. K. B.* and *W. B.* all the ſaid Capital Meſſuages, &c. and the ſaid remainder and Inheritance of the ſaid *J.* of and in the Premiſſes, and every parcel thereof, and all her Right, Title, Uſe, Poſſeſſion, Eſtate, Reverſion, and Remainder, of, in, and to the ſaid Premiſſes; and of, in, and to every part and parcel thereof, with their Appurtenance; and all the Eſtate, Right, Title, and Demand whatſoever, which they or either of them, or the Heirs of the Body of the ſaid *J.* might, or lawfully ought to have, of, in, and to the ſaid Premiſſes; or of, in, or to any part or parcel thereof, together with all their, and either of their Deeds, &c. **To have and to hold**, the 3. *d.* part of the ſaid Capital Meſſuage, &c. and alſo of the ſaid Deeds, Evidences, and Writings to the ſaid *A. C.* her Heirs & Aſſigns, for ever, to the only proper uſe and behoof of the ſaid *A. C.* and of her Heirs and Aſſigns for ever. **And to have and to hold** an other 3*d.* part of the ſaid &c. to the ſaid *K. B.* her Heirs and Aſſigns for ever. &c. **And to have, &c.** the other 3*d.* part and reſidue of the ſaid *&c.* to the ſaid *W. B.* her Heirs and Aſſigns *&c.* **A Covenant by the ſaid** R. C. **and** J. L. **for diſcharge of Incumbrances to the ſaid** A. K. **and** W. A. **A Covenant by the ſaid** R. C. **and** J. L. **and the Heirs of her body for further Aſſurance, And further**, the ſaid *R.* and *J.* Covenant *&c.* that the ſaid *A. K.* and *W.* their ſeveral Heirs and Aſſigns aforeſaid, ſhall, or may from the death of the ſaid *A.* peaceably and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid Meſſuage, without any lawful *&c.* of the ſaid *R.* and *J.* or either

Grant.

Several Hands.

Covenants.

Quiet enjoyment.

either of them, or of any other person or persons lawfully claiming, or which hereafter shall lawfully claim, in, from, by, or under the said *R.* and *J.* or either of them, or by their, or either of their means, assent, or procurement. **And further,** The said *R.* and *J.* **Covenanteth,** &c. That they the said *R.* and *J.* or either of them, or any of the Heirs of the bodies of them, or of any of them, shall not at any time hereafter, reverse, annul, or make void, or go about to reverse, annul, or make void any Fine or Fines, Recovery or Recoveries, knowledged, levied or had, or to be knowledged &c. by the said *R.* and *J.* or either of them to the said *A. K.* and *W.* or any of them, or the Heirs of them, or of any of them, or to any other such person or persons as they or any of them or their Heirs, shall thereunto name or appoint. **In Witness,** &c.

The Heirs of the Vendors not to reverse the Fine &c.

A Bargain and Sale of the Reversion and Remainder of the 4th part of a Parsonage.

Bargain and Sale.

This Indenture &c. between *R. T.* of *R.* in the County of *N.* Esq; on the one party, and *W. C.* of &c. on &c. **Witnesseth,** That the said *R. T.* for and in consideration of the Sum of 170 *l.* whereof &c. Hath bargained and sold, and by these presents doth freely and clearly bargain and sell unto the said *W. C.* and his Heirs, the Remainder and Reversion of the *4th* part of the Parsonage and Rectory of *M.* in the County of *E.* to take effect in possession unto the said *W. C.* and his Heirs immediately by, and from the death of *M.* late wife of *G. B.* Gent. deceased, son of *H. B.* deceased; and also, for the consideration aforesaid, hath bargained and sold to the said *W. C.* and his Heirs, by these presents, all that the remainder and reversion of the *4th* part of all and singular the Glebe-Lands, Tenements, Tythes, Annuities, Pensions, Portions & Hereditaments whatsoever, being part, parcel, or Member of the said *4th* part of the Rectory aforesaid, which is to the said *4th* part of the said Parsonage and Rectory belonging or appertaining in any wise, renewing, coming or growing, or to be demanded, or had, by reason of the *4th* part of the said Parsonage or Rectory to take effect in Possession unto the said *W. C.* his Heirs and Assigns, immediately by and from the death of the said *M. B.* which Remainder and Reversion of, and in the said Parsonage and Rectory, and other the said Premisses, descended, and came, and of right ought to descend and come, unto *K. T.* deceased, as one of the daughters and Heirs of the said *H. B.* deceased, and Mother unto the said *R. T.* and her Heirs, and by and after the death of the said *K.* unto the said *R. T.* and his Heirs, as son and Heir of the said *K.* **And also,** for the consideration aforesaid, hath bargained and sold unto the said *W. C.* and his Heirs, all that the Remainder and Reversion of the *4th* part of the Advowson, Nomination, Presentation and gift of the Vicarage of *M.* aforesaid, which descended and came unto the said *K.* Mother of the said *R. T.* as one of the daughters and Heirs of the said *S. H.* together with all Deeds, Evidences and Writings

Grant.

tings which the said *R.* hath concerning the Premisses. **To have and to hold**, all the said Remainder and Reversion of the said 4th part of the said Parsonage and Rectory, Glebe-Lands, Tenements, Tithes, Annuities, Pensions, Portions and Hereditaments whatsoever as part, parcel or member belonging or appertaining, renewing, coming or growing or in any wise to be demanded or had by reason of the 4th part of the said Parsonage and Rectory. And also the said Remainder and Reversion of the 4th part of the said Advowson, Nomination, Presentation and Gift of the said Vicarage of *M.* unto the said *W.* his Heirs and Assigns, to the only use and behoof of the said *W.* his Heirs and Assigns for ever. (**A Covenant, that the said R. T. standeth lawfully seised of the Premisses; And that it shall be lawful for the said W.C. to possess the same: A discharge of Incumbrances; A Covenant for further assurance during 2 years, after the death of the said M. late wife of the said G.B.**) And the said *R.T.* further doth covenant &c. That if at any time hereafter it shall happen, the other 3 parts of the said Rectory, Parsonage, Vicarage, or Premisses, or any part of the said 3 parts to descend, remain, accrue, or come to the said *R.* or his Heirs, as heir of the said *H.B.* or any of his Heirs: That then the said *R.* or his Heirs, so having the other 3 parts, or any part of the said 3 parts, or that lawfully may have the same, upon reasonable request thereof made by the said *W.C.* his Heirs or Assigns, at the costs and charges in the Law of the said *W.C.* his Heirs or Assigns, convey and assure to the said *W.* his Heirs or Assigns, the said other 3 parts, and every part of the said 3 parts, which shall or ought to descend, remain, and accrue to the said *R.T.* or his Heirs as aforesaid; the said last recited assurance to be made, with warranty only, as is before recited in the said Conveyance of the said 4th part. **In witness whereof**, the said parties to these present Indentures interchangeably have set their Seals, given the day and year first above written.

Habend.

Covenant.

A Sale of Corn.

This Indenture &c. between *C.D.* of *S.* in the County of *N.* Esq; and *W.G.* of &c. in the name, and as lawfully hereunto authorized by the said *C.D.* on the one party, and *P.S.* of &c. on the other party, **Witnesseth**, That the said *C.* and *W.* for the consideration ensuing have by these presents, bargained and sold unto the said *P.S.* 24. Last of Wheat, good, sweet, Merchantable, and with the best and not taled or branded, at the price of 12 l. of every Last thereof; All which 24 Lasts of Wheat, of the goodness aforesaid, the said *C.D.* and *W.G.* for them and every of them, covenanteth &c. to and with the said &c. That they the said *C.* and *W.* their Executors, Administrators, or Assigns, shall deliver or cause to be delivered unto the said *P.* his Executors, Administrators, or Assigns, before the last day of this present month of *A.* at *A.* in the parts of *B.* wind and weather thereunto serving, before the said last

Covenant for delivery of Corn.

day of this preſent month of *A.* frank and free of all charges, cuſtom, licence, and other duties whatſoever, and clear of all arreſts, detainings, loſſes, troubles, and all other Incumbrances whatſoever, that might happen becauſe of the ſaid lading or tranſporting out of the ſame: And thereof to ſave the ſaid *P.* his Executors, Adminiſtrators, Aſſigns, and Goods, and every of them harmleſs, the Duties or Cuſtom at *A.* in *B.* aforeſaid, there due for the ſaid Wheat, always excepted. **In conſideration whereof,** the ſaid *P. S.* for him, &c. doth covenant, to and with the ſaid &c. That he the ſaid *P.* his Heirs, Executors, or Aſſigns, ſhall and will truly pay, or cauſe to be paid, to the ſaid &c. at the Shop &c. the Sum of 288 l. of &c. in manner &c. viz. in hand at the Enſealing and Delivery of theſe preſents, 100 l. thereof which the ſaid *W.* acknowledgeth by theſe preſents accordingly to have received, and in the laſt day of this preſent month of *A.* 100 l. more thereof, the 24 Laſts of Wheat being laden and ready to be conveyed as above, and the reſt being 88 l. within ſix days next after true certificate, or other Letter given at the delivery of the ſaid 24 Laſts of Wheat at *A.* aforeſaid. **And,** the ſaid *C.* and *W.* for themſelves &c. covenant &c. That if any Prohibition or other Let or Reſtraint ſhall at any time hereafter happen, whereby the ſaid 24 Laſts of Wheat cannot proceed and be tranſported into the ſaid parts beyond the Seas, or that the ſaid Wheat being out of this Realm, ſhall be by force of Wind or Weather driven into this Realm of *E.* and Dominions thereof, and thereupon be reſtrained, or otherwiſe letted from proceeding in the ſaid Voyage, that then and in every ſuch caſe the ſaid *C.* and *W.* or one of them, or the Executors, &c. ſhall take all the ſaid Wheat again, and within one month next enſuing the ſaid Prohibition, Reſtraint, or Let made, ſhall reſtore unto the ſaid *P.* his Executors, Adminiſtrators, or Aſſigns, at the Shop &c. all the money which the ſaid *C.* and *W.* or either of them, or the Executors &c. ſhall have received for the ſaid Wheat. **And finally,** the ſaid *W. G.* for him &c. covenanteth &c. That the ſaid *C. D.* his Executors and Adminiſtrators, ſhall and will ratifie theſe preſents, and that he the ſaid *C.* his Executors and Adminiſtrators ſhall before the end of this preſent month of *A.* Enſeal, Subſcribe, and deliver as his or their lawful Deed, to the uſe of the ſaid *P.* his Executors or Adminiſtrators, as well the Counter-part of theſe preſents already Sealed and Delivered by the ſaid *W.* as alſo one Obligation of the penalty of 300 l. of &c. for performance hereof likewiſe already Sealed and Delivered by the ſaid *W.* **In Witneſs,** *&c.*

Covenant for payment.

Covenant Conditional.

Covenant that C D. ſhall ſeal and deliver as his lawful Deed to the uſe of the ſaid P. his, &c.

A Bargain and Sale of Pelts, where the Vendees during the continuance of the Bargain are to have 20 s. before hand.

THis Indenture &c. between *A.B.* on the one party, and *C D.* on the other party, Witnesseth, That for the consideration hereafter expressed in these presents the said *A.B.* hath bargained, and sold, and by these presents doth bargain and sell to the said *C.D.* all and singular such Pelts and Skins of Sheep and Lambs as the said *A.B.* and his Servant, or any other for him, shall make slaughter of between the day of the Date hereof, and the first day of *N.* now next coming. And, it is agreed between the said parties, That the said *W.E.* in form following, shall pay and allow to the said *W.W.* for every dozen of Pelts called Summer Pelts, 22 s. of &c. and for every dozen of Sheep-skins called Sheerlings, to be delivered before the first day of *A.* next coming six shillings of &c. And for every dozen of the same Sheep-skins called Sheerlings, to be delivered after the first day of *N.* until &c. ten shillings of &c. And, the said *W.W.* for him &c. covenanteth &c. That he the said *W.W.* or some of his Servants shall weekly, and from time to time from henceforth deliver unto the said *W.E.* and to his Servants, all the said Pelts and Skins, as the said *W.E.* or his Servants shall call for the same, at the now dwelling-house of the said *W.W.* And that the said Skins and Pelts from time to time, shall be well and workman-like fleyn: for and in consideration whereof the said *W.E.* for him and his Executors doth covenant and promise to and with the said *W.* and his Executors by these presents; That he the said *W. E.* shall and will before &c. next &c. content and pay to the said *W.W.* the Sum of 40 l. of &c. in part of payment, of and for the said Skins and Pelts to be delivered as aforesaid; and that so soon as the said *W.W.* shall have delivered to the said *W.E.* in form aforesaid, so many of the said Pelts and Skins as shall amount to the said Sum of 40 l. That then the said *W.* shall pay 20 l. more of like money as aforesaid, before-hand to the said *W.* in part of payment of such of the said Skins and Pelts as thereafter are to him to be delivered; And so from time to time thereafter, so soon as such money before-hand to be paid to the said *W.E.* shall be to him satisfied, by such Skins and Pelts to him to be delivered by the said *W.W.* as aforesaid, the said *W.E.* always to pay to the same *W.W.* 20 l. before-hand, so long as 20 l's worth of the said Skins and Pelts shall be behind, to be delivered to the said *W.E.* by force of the Bargain between him and the said *W.W.* made and expressed in these presents. In Witness, &c.

Bargain and Sale.

Agreement.

Covenant to deliver as called for.

Covenant for payment.

M 2

A Bargain and Sale by a Merchant of part of his Adventure in a Ship to B.

THis Indenture, &c. between *A. R.* on the one party; and *B. P.* &c. on the other party, Witneſſeth, That whereas the ſaid *A.* is amongſt others intereſted in a good Ship of *L.* called the *M.* and of all her Tackle, Munition, Proviſions, Merchandizes, and Adventures, in her preſent Voyage, to go and return from the Country of *B.* under the Government of the *Portugals*, and of all and every the Goods and Merchandizes wherewith God ſhall ſend her to return, after the rate and value of 70 l. of &c. which the ſaid *A.* for his part hath put into the Stock made among the Adventures in the ſaid Voyage, for the full providing thereunto, and executing and finiſhing the ſame. *Bargain.* Now, in conſideration of 20 l. of &c. which the ſaid *B.* hath at the enſealing hereof paid to the ſaid *A.* whereof &c. he the ſaid *A.* hath given, granted, bargained, ſold, and put over, and by theſe preſents doth &c. to the ſaid *B.* to the only uſe of the ſaid *B.* his Executors and Aſſigns, the Sum of 20 l. of &c. parcel of the ſaid 70 l. and all and whatſoever that is or ſhall come or grow only, of and for the ſaid 20 l. or of the adventure of the ſame, and of all and every the Premiſſes. And alſo, The ſaid *A.* doth grant and put over to the ſaid *B.* his Executors and Aſſigns, all his Intereſt, Right, and Title, in and to the ſaid Ship, Tackle, Munition, Proviſions, Merchandizes, and Adventures aforeſaid, and to all to come and ariſe thereof, as far as to the rate of the ſaid Sum of 20 l. ſhall extend. In Witneſs, &c.

A Bargain and Sale of a Freehold Eſtate in Land for term of life.

Recital. THis Indenture, &c. between *M. L.* &c. and *J. L.* his Wife, on the one party; and *J. J.* &c. on the other party, Witneſſeth, That whereas *A. L.* &c. natural mother of the ſaid *M.* by writing tripartite, bearing date &c. for, and in conſideration of a marriage then to be had between the ſaid *M.* and *J.* and towards the accompliſhment of certain Bonds, Promiſſes, Covenants and Agreements made upon conſideration of the ſaid Marriage, and for divers other conſiderations, as in the ſaid Writing tripartite indented is expreſſed, hath covenanted and granted to and with *R. T.* &c. and *W. H.* &c. their Heirs, Executors, and Aſſigns, That ſhe the ſaid *A.* and all perſons that then were ſeiſed of and in all thoſe her two Meſſuages or Tenements, with the Appurtenances, then in the Tenure and Occupation of the ſaid *A.* Situate and being in *W.* ſhould ſtand and be of the ſame Meſſuages, Tenements, and Premiſſes, with their

their Appurtenances, ſeized to the uſe of the ſaid *A.L.* for and during her natural life, and after her deceaſe, to the uſe of the ſame *M.L.* and *J.* his wife, for and during the natural lives of the ſaid *M.* and *J.* and of the longer liver of them; and afterwards to ſuch further uſes as in the ſaid Writing tripartite indented, are declared. **Now**, the ſaid *M.L.* and *J.* his Wife, for and in conſideration of the Sum of 300 l. of *&c.* whereof *&c.* hath given, granted, aliened, bargained, and ſold, and by *&c.* to the ſaid *J.J.* and his Aſſigns, all the ſaid two Meſſuages and Tenements, with their Appurtenances, and all other the Premiſſes, and the ſaid Writing Indented, and all the Eſtate, Right, Title, Intereſt, and Demand whatſoever, which the ſaid *M.L.* and *J.* his Wife, or either of them hath or ought to have, to, of, and in the ſaid 2 Meſſuages and Tenements, and other the Premiſſes, with their Appurtenances, or any part or parcel thereof: **To have and to hold**, the ſame 2 Meſſuages and Tenements, with the Appurtenances, and all and ſingular other the Premiſſes, to the ſaid *J.* and his Heirs, immediately from the day of the Date of theſe Preſents for and during all the terms of the natural lives of the ſaid *M.* and *J.* his wife, and of the life of the longer liver of them. **And**, the ſaid *M.* for himſelf and for the ſaid *J.* his wife, his Executors, and Adminſtrators, doth covenant &c. in form &c. That the ſaid 2 Meſſuages, and all other the Premiſſes are, and from henceforth, during the lives of the ſaid *M.* and *J.* and the life of the longer liver of them, ſhall abide and continue to the ſaid *J.* and his Aſſigns, clear and free diſcharged and acquitted of and from all and every former Grants, Charges, and Incumbrances whatſoever, before the enſealing, knowledging and enrolling of theſe preſents had, made, done, or agreed unto; or to be had, &c. by the ſaid *M.* and *J.* or either of them. **In Witneſs** *&c.*

Bargain and Sale.

In this Habend. the word [Heirs] *good to be uſed, to prevent an Occupancy.*

A diſcharge of Incumbrances.

A Bargain and Sale of Land; where notwithſtanding it is provided, That if the Vendor do pay the Vendee a certain Sum of money within 10 years, and a yearly Rent for the Premiſſes he ſhall occupy, the Sale ſhall be void, with a Covenant to levy a Fine.

This **Indenture** *&c.* between *J.K.* of *N.* &c. on the one part, and *A.B.* &c. on the other part, **Witneſſeth**, That the ſaid *J.K.* for and in conſideration of the Sum of 400 l. of &c. whereof &c. And thereof &c. hath given, granted, bargained, and ſold, and by theſe preſents doth give, grant, bargain and ſell to the ſaid *A.R.* and his Heirs for ever, all that the Capital Meſſuage or Inn, commonly called the *H.* or White *H.* with its Appurtenances, and all Chambers, Halls, Buildings, houſes, Barns, Stables, Orchards, Dove-houſes, Lands, Meadows, Feedings, Paſtures, and Hereditaments thereunto belonging, lying and being within the Town of *N.* &c. **And** the Reverſion and Reverſions of all and ſingular other Fields of the Premiſſes, and all and ſingular other Lands, Tenements, Rents,

Conſideration.

Bargain.

Reverſion, &c.

Reverſions & Hereditaments, with their Appurtenances whatſoever, which the ſaid *J.K.* hath, or ought to have within the Town, Pariſh, or Fields of *N.* aforeſaid, and *C.* &c. and all and ſingular Deeds, Evidences, Charters, and Writings concerning the Premiſſes, or any part or parcel thereof, as many of which ſaid Deeds &c. as the ſaid *J.K.* now hath or can come by, he hath at the Enſealing of theſe preſents delivered to the ſaid *A.R.* and the reſidue doth promiſe to deliver to the ſaid *A.* and his Heirs, as they, or any of them ſhall come to the hands of the ſaid *J.K.* or by him or his Heirs may be had or gotten without Suit in the Law. **To have, hold, and enjoy,** all and ſingular the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, and all and every other the Premiſſes, with their Appurtenances, to the ſaid *A.R.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *A.R.* and of his Heirs and Aſſigns for ever. **And,** the ſaid *J.K.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant and Grant, to and with the ſaid *A.R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following; that is to ſay, That he the ſaid *J.K.* and *A.* his wife, on this ſide, and before the 4*th* day of *F.* now next coming, at the coſts and charges in the Law of the ſaid *A.* ſhall knowledge one Fine, and *Sur Conuſance de droit come ceo, &c.* of all and ſingular the Meſſuages and other the Premiſſes, to the ſame *A.R.* and his Heirs, before the Juſtices of the Common Bench at *Weſtminſter*, with Proclamations according to the form of the Statute in that caſe made and provided by the name of 4 Meſſuages, 4 Cottages, 8 Gardens, 5 Acres of Land, 3 Acres of Paſture, 2 Acres of Meadow, 2 Acres of Wood, and 40*s.* Rent, with the Appurtenances, in *N.* upon *T.* and *C.* in the ſaid County of *N.* and by the ſaid Fine ſhall acknowledge all the ſaid Tenements and Rents, with their Appurtenances, to be the right of the ſaid *A.R.* as thoſe which the ſaid *N.* then ſhall have of the Gift of the ſaid *J.* and *A.* and ſo further, according to the uſual manner of Fine: **And that now,** knowledging and enrolling of theſe preſents, and the Recording and Engroſſing of the ſaid Fine; the ſaid *J.K.* and *A.* or ſome other perſon or perſons to their uſe, are and ſhall be plainly and lawfully ſeiſed of, and in all the ſaid Meſſuages and other the Premiſſes, by theſe preſents, above bargained and ſold to the uſe and behoof of the ſaid *J.K.* and *A.* his wife, and of the Heirs of their two bodies between them two lawfully begotten; and for lack of ſuch Iſſue, to the only uſe and behoof of the right Heirs of the ſaid *J.K.* for ever, without any Condition, Mortgage, or any other uſe or uſes whatſoever; and that the ſaid *J.K.* of ſuch Eſtate hath lawful power and authority to bargain and ſell the ſaid Meſſuages and other the Premiſſes to the ſaid *A.R.* and his Heirs for ever, according to the Tenor and Purport of theſe preſents. **And,** That the ſaid Meſſuages and Premiſſes, and every part and parcel thereof, now be and at all times hereafter ſhall be diſcharged or ſaved harmleſs to the ſaid *A.* his Heirs and Aſſigns, by the ſaid *J.* his Heirs, Executors, and Adminiſtrators, of and from all and ſingular former Bargains, Eſtates, Rights, Conditions, Grants, Leaſes, Titles, Entails, and Incumbrances whatſoever (one Leaſe

Deeds.

Habend.

To acknowledge a Fine.

Lawfully ſeiſed.

Diſcharged of Incumbrances.

Leaſe made of a parcel of the Premiſſes to the ſaid *A.B.* which ſhall expire, &c. and one other Leaſe &c. and one yearly Rent-charge at 40 *s.* yearly iſſuing out of the Premiſſes, and the chief Rents and Services hereafter to grow due to the chief Lords of the Fee of the Premiſſes, only excepted and forepriſed. *Exception.*

And further, That he the ſaid *J.K.* and *A.* his wife, and their Heirs, and the Heirs of the ſaid *J.* from time to time upon every reaſonable requeſt of the ſaid *A.R.* or his Heirs, and at his and their coſts and charges in the Law at all times within 7 years next enſuing the Date of theſe preſents, ſhall, and will do, make and knowledge all, and every ſuch lawful and reaſonable act and acts, thing and things, in the Law, for the further aſſurance, ſurety, and ſure making of all the ſaid Meſſuage and Premiſſes, to be had, and made ſure to the ſaid *A.R.* and his Heirs for ever, to and for the only uſe and behoof of the ſaid *A.R.* and of his Heirs and Aſſigns for ever, be it by Fine or Feoffment, Deed or Deeds Inrolled, Recovery, Releaſe, with Warranty againſt all men, or otherwiſe without Warranty, as by the ſaid *A.R.* his Heirs and Aſſigns, or his or their learned Council ſhall be lawfully and reaſonably deviſed or adviſed. *To make further aſſurance.*

Provided always, and it is eſpecially conditioned, concluded, and agreed, by and between the ſaid parties to theſe preſents, for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns and every of them by theſe preſents, That if the ſaid *J.K.* and *A.* his wife, and the Survivor of them and their Heirs, Executors or Adminiſtrators, or the Heirs, Executors or Adminiſtrators, of the ſaid *J.K.* from time to time, and at all times, during ſuch time as they or any of them ſhall occupy the Premiſſes, or any part thereof, by any Leaſe to be thereof made to the ſaid *J.* and *A.* or either of them by the ſaid *A.R.* do as well keep and maintain all and ſingular the Premiſſes in good and ſufficient reparations and pay the yearly Rent thereof to be reſerved by the ſaid Leaſe, according to the tenor and true meaning. As alſo do well and truly content and pay, or cauſe &c. to the ſaid *A.* his Executors, or Adminiſtrators, or to his or their lawful Attorney, the Sum of 300 l. of &c. at one entire payment, at the now dwelling houſe of the ſaid &c. Situate &c. or if he be not there then dwelling, that then at ſuch other houſe, where he ſhall fortune to dwell within the ſame City, or the Suburbs thereof, at any time within the ſpace of 10 years next enſuing from the date of theſe preſents, upon any 26 day of *A.* or 26 day of *J.* between the hours of &c. in the afternoon of any of the ſame days; That then and from thenceforth it ſhall and may be lawful, to and for the ſaid *J.* and his Heirs and Aſſigns, into all and ſingular the Premiſſes to re-enter, and the ſame to have again and hold, as is in his or their former Eſtate, theſe preſents or any other aſſurance or conveyance thereof, or of any part thereof made, or hereafter in the mean time to be made, to the contrary in any wiſe notwithſtanding. *Proviſo for redemption. &c.*

And, that then and from thenceforth, the ſaid Fine to be knowledged by the ſaid *J.K.* and *A.* his wife, of the Premiſſes, in form aforeſaid, and all other conveyances and aſſurances in the mean time thereof made or to be made to the ſaid *A.* his Heirs and Aſſigns, ſhall be and endure to the only uſe of the ſaid *J.K.* and *A.* his Wife, and of the *After the money paid, the Fine to be to the uſe of the Grantor.*

Heirs and Aſſigns, of the ſaid *J. K.* for ever. And that then and from thenceforth the ſaid *A.R.* his Heirs and Aſſigns, and all and every other perſon and perſons which ſhall fortune to be ſeized, of or in the Premiſſes, or any part thereof, by or under the Eſtate of the ſaid *A. R.* ſhall thereof, and of every part thereof, ſtand and be ſeized to the only uſe and behoof of the ſaid *J.K.* and *A.* and of the Heirs and Aſſigns of the ſaid *J.* for ever, and to none other uſe or uſes whatſoever. **And**, the ſaid *J.K.* doth for *&c.* covenant to and with the ſaid *A.R.* his Heirs, Executors, and Aſſigns, *&c.* **Provided always**, the Premiſſes notwithſtanding, That if the ſaid *J.K.* and *A.* his wife, their Heirs, Executors, and Adminiſtrators, do not in all points well and faithfully perform and fulfil the ſaid condition, concluſion, and agreement in theſe preſents laſt above ſpecified, according to the tenor and true meaning thereof; That then and at all times for ever after, any default made in performance or fulfilling thereof, or of any part thereof, on the part and behalf of the ſaid *J.K.* and *A.* his Wife, or of their Heirs, Executors, or Adminiſtrators, theſe Indentures and the Fine firſt above ſpecified, and all other aſſurances above mentioned, ſhall be and endure to the only and prover uſe and behoof of the ſaid *A.R.* and of his Heirs and Aſſigns for ever, and to none other Uſe or Uſes, intent or purpoſe whatſoever, abſolutely without any manner of Condition or Mortgage: Any thing whatſoever above in theſe preſents ſpecified or expreſſed, to the contrary in any wiſe notwithſtanding. **And**, the ſaid *A.R.* covenanteth *&c.* with the ſaid *J.* and *A.* his wife, and the Heirs, Executors, and Adminiſtrators of the ſaid *J.* That at and upon every payment of the yearly rent to be reſerved in the ſaid Leaſe to be made of the Premiſſes by the ſaid *A.R.* to the ſaid *J.* and *A.* as aforeſaid, the ſaid *A.R.* his Heirs, and Aſſigns, ſhall Seal and Deliver to the uſe of the ſaid *J.* and *A.* and of their Executors, to ſuch perſon or perſons as ſhall make payment of the ſame Rent, a lawful and ſufficient ſeveral Acquittance therefore from time to time: And that when it ſhall fortune the ſaid *J.K.* and *A.* or the Heirs, Executors, or Aſſigns of the ſaid *J.K.* to content and pay, or cauſe *&c.* to the ſaid *A.* his Heirs, Executors or Adminiſtrators, or to his or their lawful Deputy or Attorney, the ſaid Sum of 300 l. of *&c.* at any of the days above named in theſe preſents, for the payment thereof, in manner and form afore ſpecified, and within the ſaid term of 10 years, having then alſo duly performed the reſidue of the ſaid condition, concluſion, and agreement aforeſaid; that then upon the receipt thereof, the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and will as well Seal and Deliver to the ſaid *J.* and *A.* or to the Heirs, Executors, or Adminiſtrators of the ſaid *J.* or to their uſe, to ſuch perſon or perſons as ſhall pay the ſaid 300 l. a lawful and ſufficient Acquittance and Diſcharge for the ſame: As alſo then and thereupon, or at any time after upon reaſonable requeſt, ſhall and will not only well and ſafely re-deliver to the ſaid *J.* and *A.* or to the Heirs, Executors, or Adminiſtrators of the ſaid *J.* whole and uncancelled all ſuch Deeds, Evidences, and Writings, concerning the Premiſſes, or any part thereof, as the ſaid *A.* his Heirs or Executors, ſhall before that time have had, or received, of or from the ſaid *J.K.* Together with that

The Grantor Covenants to pay the rent and money according to the Proviſo.

If he make default, the Fine to be to the uſe of Grantee and his Heirs abſolutely.

To give an Acquittance upon every receipt of Rent.

And upon payment of the principal money to reconvey and deliver up the Writings.

that part of theſe preſents, Sealed by the ſaid *J.K.* But alſo ſhall upon like requeſt and at the coſts and charges of the ſaid *J.K.* his Heirs and Aſſigns, do and make all ſuch Act and Acts, Thing and Things, for the extinguiſhment and releaſe of his and their Right, Eſtate, and Title, in and to all and ſingular the Premiſſes, with Warranty againſt the ſaid *A.R.* and his Heirs, as by the ſaid *J.* or his Heirs, ſhall be reaſonably deviſed or adviſed, and required at any time, within the ſpace of one year next after payment of the ſaid Sum of 300 l. in form aforeſaid. **In Witneſs**, &c.

A Bargain and Sale of Land, both Free-hold and Copy-hold with liberty, that if the Vendee diſlike the Purchaſe by a day, then the Vendor to repay the Vendee his money; and, if he like, then to pay more money.

This **Indenture**, &c. between *R.W. &c.* Parſon of the Pariſh Church of *&c.* on the one part, and *W.B.* and *K.* his Wife, on the other part, **Witneſſeth**, That the ſaid *R.W.* for and in conſideration of the Sum of 30 l. of &c. paid by the ſaid *W. &c.* whereof *&c.* and thereof, and therefore *&c.* hath given, granted, bargained, and ſold, and by *&c.* to the ſaid *W.* and *K.* his Wife, all that Meſſuage or Tenement and 4 Shops, with the Appurtenances, now or late in the ſeveral Tenures or Occupation of *&c.* ſituate *&c.* in the Pariſh *&c.* And alſo the Reverſion and Reverſions of all and ſingular the Premiſſes, and all the Eſtate, Right, Title, and Intereſt of the ſaid *R.W.* of, in, and to the ſame Premiſſes and every part and parcel thereof: And all and ſingular Deeds, Charters, Evidences, and Writings, touching or concerning the Premiſſes only, or only any part thereof. As many of which ſaid Deeds *&c.* as the ſaid *R.* now hath, or any other perſon or perſons, by his conſent or delivery have, or which the ſaid *R.* without Suit in Law can or may lawfully get or come by; he the ſaid *R.* for him, his Heirs and Executors, doth covenant and promiſe by theſe preſents, well and ſafe, and uncancelled, to deliver, or cauſe *&c.* to the ſaid *W.* and *K.* his Wife, their Executors or Aſſigns, at the now Manſion-houſe of the ſaid *W.B.* Situate *&c.* at or on this ſide the 10 day of *N.* next coming, **To have and to hold**, the ſaid Meſſuage and 4 Shops aforeſaid, and all other the Premiſſes with their Appurtenances, to the ſaid *W.B.* and *K.* his Wife, and to the Heirs and Aſſigns of the ſaid *W.B.* for ever, to and for the only uſe and behoof of the ſaid *W.* and *K.* his Wife, and of the Heirs and Aſſigns of the ſaid *W.B.* for ever. **And**, the ſaid *R.W.* for him, his Heirs, Executors, and Adminiſtrators, covenanteth *&c.* to and with the ſaid *W.B.* and *K.* his Wife, and the Heirs, Executors, and Adminiſtrators of the ſaid *W.B.* and every of them in manner *&c.* that *&c.* That he the ſaid *R.W.* now is the true, ſole, lawful and rightful

Bargain and Sale.

Deeds.

Habend.

The Vendor lawful Owner in poſſeſſion, or in reverſion expectant upon determination of a Leaſe.

rightful Owner and lawfully and rightfully ſole ſeized of all and ſingular the above bargained Premiſſes, of a good, perfect, and pure Eſtate in Fee-ſimple, in poſſeſſion or in Reverſion, immediately expectant upon determination of Leaſe or Leaſes, for term or terms of years, which ſhall expire within 3 years now next enſuing; And of ſuch eſtate hath good and lawful Power, Right, Title, and Authority, to bargain, ſell, and aſſure all and ſingular the Premiſſes to the ſaid *W.* and *K.* and the Heirs and Aſſigns of the ſaid *W.* in form aforeſaid; And that all and ſingular the ſame Premiſſes now are, and from henceforth ſhall abide and continue to the ſaid *W.* and *K.* and the Heirs and Aſſigns of the ſaid *W.* clearly and freely diſcharged and acquitted, or otherwiſe at all times by the ſaid *R.W* his Heirs or Executors ſaved harmleſs, of and from all and ſingular former Bargains, Sales, Gifts, Grants, Leaſes, Eſtates, Rights, Titles, Charges, and Incumbrances whatſoever, had, made, done, or procured, or in any wiſe conſented or agreed unto, by the ſaid *R.* or by any other for him, by his means or procurement; (One Leaſe heretofore made of a parcel of the Premiſſes, to one *R.C.* which ſhall not endure above two years now next enſuing, and one Annuity or yearly Rent of 5 l. yearly iſſuing and payable out of the Premiſſes to *P.* now the Wife of one *J.B.* for and during the term of the life of the ſame *P.* and the chief Rents and Services hereafter to be paid and done to the chief Lords of the Fees of the Premiſſes, in reſpect of their Seigniories, only except and forepriſed.) And, The ſaid *R.* and *W.* covenant &c. That whereas the ſaid *R.W.* now hath and holdeth to him and his Heirs, one Garden-Plot being Copy-hold, adjoyning to the Meſſuages and 4 Shops aforeſaid; That he the ſaid *R. W.* at the next Court to be holden at the Mannor of little *M.* in the ſaid County &c. whereof the ſaid Garden-Plot is holden, will either purchaſe and obtain the ſame of the Lord of the ſaid Mannor in Fee-ſimple, and ſo then of ſuch Eſtate, for the conſideration aboveſaid, convey and aſſure the ſame to the ſaid *W.* and *K.* and the Heirs of the ſaid *W.* Or elſe at the ſame Court ſhall ſurrender the ſame Garden-Plot, according to the cuſtom of the ſaid Mannor, into the hands of the Lord by his Steward, for and to the uſe of the ſaid *W.* and *K.* his Wife and the Heirs of the ſaid *W.B.* without delay, fraud, or covin. The Fine for the Surrender, and the charges of Conveyance and Aſſurance of the ſaid Garden-Plot, now being Copy-hold from the ſaid *R.* to the ſaid *W.* and *K.* and the Heirs of the ſaid *W.* to be at the charges of the ſame *R.* Nevertheleſs, The ſaid *W.B.* the Premiſſes notwithſtanding, and the ſaid *R. W.* have agreed together for themſelves, their Heirs and Aſſigns. And, The ſaid *R.* covenanteth &c. to and with the ſaid *W.B.* his &c. That if the ſaid *W.B.* at any time within the ſpace of 2 years next &c. ſhall diſlike the purchaſe of the ſaid Meſſuage, and other the Premiſſes, and thereof ſhall give notice to the ſaid *R.* of ſuch diſliking by writing, to be delivered to the ſame *R.* That then he the ſaid *R* his Heirs, Executors, or Adminiſtrators, within 3 months next after ſuch notice given of ſuch diſliking as aforeſaid, ſhall will and truly pay, or cauſe to be paid unto the ſaid *W.B.* and *K.* his wife, for the re-purchaſe of the Premiſſes, and in conſideration

Authority to ſell &c.

To diſcharge of Incumbrances.

Exceptions &c.

The vendor to make Eſtate of Copy-hold-Land.

The Vendor to be at the charges of the Fine for the Surrender.

If the Vendee diſlike, then to give warning to the Vendor thereof, and the Vendor to repay him is money.

Note, the beſt way in this aſſurance is, that it may be made upon condition, if the warning

ation of a good and reasonable assurance thereof to be made from them and their Heirs, to the said *B.* and his Heirs, the Sum of 30 l. of &c. at the said dwelling house &c. without any fraud or covin. **Provided always**, That if the said *W.* at any time within the said space of 2 years, next after the date of these presents, shall signifie to the said *R.W.* that he the said *W.* then hath an absolute liking of the Purchase aforesaid, and during the space of the same 2 years, shall not give any notice of disliking with the same Purchase unto the said *R.W.* **Then**, the said *W.B.* for him, his Heirs, Executors, and Administrators, and every of them, covenanteth and granteth to him and them, and by these presents, firmly bindeth to the said *R.* his Executors and Administrators, well and truly to pay to the said *R.* his Executors and Administrators, for the clear Purchase of the Premisses, the Sum of 15 l. of lawful &c. over and besides the said 30 l. already paid, within 10 days next after such signification given of such absolute liking as aforesaid: Or if no notice of such disliking of the said Purchase be given during the 2 years aforesaid, then to pay the said 15 l. within 10 days next after the expiration of the same 2 years, without fraud or covin. **Provided moreover**, That after signification given of absolute liking of the said Purchase as aforesaid, the liberty of disliking therewith given as abovesaid, shall be utterly annihilated, and clearly determined; any thing abovesaid to the contrary notwithstanding. **And**, The said *R.* covenanteth with the said *W. B.* &c. That if the said *W.* shall be minded to retain the Purchase of the Premisses, that then at all times, during other 2 years, next after the end of the former 2 years given for liberty of liking and disliking, or next to ensue from the time wherein the said *W.* shall signifie his absolute liking of the said Purchase, the said *R.* and his Heirs, and all and every other person or persons, having or which shall lawfully have, or claim to have any Estate, Right, Title, or Interest, in or to the Premisses, or any part thereof, by or from the said *R.W.* (except only as is before excepted) at and upon every reasonable request to be made to the said *R.* or his Heirs, and at the costs and charges of the said *W.* his Heirs, Executors, or Administrators, shall and will do, make, knowledge, and suffer, or cause &c. all and singular such act or acts, thing or things, in Law, for the further and better assurance, surety and sure making of all and singular the Premisses to be had and made sure to the said *W. B.* and *K.* and to the Heirs and Assigns of the said *W.* for ever, as by the said *W.* and *K.* and the Heirs and Assigns of the said *W.* or any of their Council learned in the Laws of this Realm, shall be lawfully and reasonably devised, or advised either without Warranty, or with Warranty of the said *R.* and his Heirs, and such as shall make any of the said assurances, only against themselves, and their Heirs. **And**, The said *W. B.* covenanteth &c. That the said *W.* and *K.* his Wife, and the Heirs and Assigns of the said *W.* shall agree and suffer, that the said *R.* and his Assigns, may have and receive the yearly Rent of the Premisses, until the 1 day of *A.* which shall be &c. If in the mean time

be given, and money repaid at the day; and so there needeth no re-assurance, but the Seller is in the condition of his first Estate which is most reasonable.

If the Vendee before a day, shall signifie his liking of the Premisses, or before the same day signifie not his disliking, then to pay a further Sum of money.

Condition of liking signified, the liberty of disliking, shall then after be void.

For further assurance, in case of liking of the Purchase.

The Vendor to receive the rent till &c. if the Vendee in the mean time do not signifie his liking of the Purchase.

time, the ſaid *W.* ſhall not ſignifie to the ſaid *R.* or his Heirs of the abſolute liking with the Purchaſe aforeſaid. **In Witneſs** &c.

A Bargain and Aſſignment of whatſoever benefit growing to one, by means of Adminiſtration, and the Vendee is to ſave harmleſs the Vendor of whatſoever he may be charged with as Adminiſtrator.

This Indenture &c. Between *J.H.* of &c. and *K.* his Wife, Daughter to *N.E.* late deceaſed, and Siſter to *N.E.* alſo deceaſed, which *J.* and *K* are, or one of them is, Adminiſtrator or Adminiſtrators of the Goods and Chattels which were of the ſaid *N.* and *N.* on the one part, and *W.B.* and *R.B.* on the other part: **Witneſſeth**: That the ſaid *J.* and *K.* for and in conſideration of a certain Sum of Money to them to be paid by Obligation, have given, granted, confirmed, remiſed, releaſed, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth &c. unto the ſaid *W.* and *R.* all their Eſtate, Right, Title, Intereſt, Term of years and Demands, Leaſes, Debts, Goods, and Chattels whatſoever, which the ſaid *J.* and *K.* his Wife, or either of them, their Executors or Adminiſtrators have, or at any time hereafter may, might, or ought to have, or at any time heretofore had, ſince the death or deaths of the ſaid *N.* or *N.* belonging to her the ſaid *K.* and to the ſaid *J.* or either of them; or that they or either of them, might or ought to have, either by the laſt Will and Teſtament of the ſaid *N.* her Father, or by the death of the ſaid *N.* her Brother, or by any Letter or Letters of Adminiſtration to her and the ſaid *J.* or either of them committed, of the Goods of the ſaid *N.* and *N.* or either of them, **To have, hold, and enjoy**, all the Premiſſes, and all the ſaid Intereſts, Terms, Eſtates, Title, Claim, and Demand of the ſaid *J.* and *K.* to the ſame, to the ſaid *W.* and *R.* their Executors, Adminiſtrators, and Aſſigns, for their own uſes for ever. *Tenend.* **And**, The ſaid *J.H.* for him, his Executors, &c. doth covenant &c. in form &c. *viz.* That all and ſingular the Premiſſes, now ſe, and from henceforth ſhall ſtand and abide clearly and freely diſcharged and ſaved harmleſs, of and from all and ſingular former Bargains, Sales, Leaſes, Grants, and Incumbrances whatſoever, had, made, done, or procured, by the ſaid *J.* and *K.* his Wife, or either of them. *Covenant to diſcharge of Incumbrances.* **And**, that they the ſaid *J.* and *K.* and either of them at all times during 7 years next enſuing &c. at and upon every reaſonable requeſt, or within convenient time after ſuch requeſt, at the coſts and charges in the Law of the ſaid *W.* &c. ſhall and will make, do, knowledge and ſuffer or cauſe &c. all and every ſuch farther act and acts, thing and things in the Law, as by the ſaid *W.* and *R.* or either of them, or the Adminiſtrators or Aſſigns of either of them, or any of their Council learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, *To make further aſſurance.*

for

for the better assuring of all and singular the Premisses, to be had, conveyed, and made sure from the said *J.* and *K.* to the said *W.R.* their Executors, Administrators, and Assigns, for their own use for ever. And further, that the said *J.* and *K.* and either of them, and the Executors and Administrators of either of them, at the request, and costs and charges aforesaid, shall and will justifie, and approve all and singular lawful Suits whatsoever by the said *W.* and *R.* or either of them, or the Executors or Administrators of either of them, to be brought or prosecuted in the name or names of the said *J.* and *K.* or either of them, or of the Executors or Administrators of either of them, for any cause or causes whatsoever, as Administrator or Administratrix of the said *N.* or *N.* being not compelled to travel for the justifying of the same. And that the benefit and advantages, of and in all and singular Recoveries in any such Suit or Suits to be had, taken, and enjoyed to the said *W.* and *R.* and their Executors and Administrators, for their own use without any account thereof to be given to the said *J.* and *K.* or either of them, or the Executors or Administrators of either of them. And, The said *W.B.* and *R. B.* do covenant &c. to and with the said *J.H.* and *K.* his Wife, and to and with either of them, to save them and either of them harmless; or otherwise upon request, to recompence them for all such costs and damages, as shall be taxed or judged, or recovered against them, or either of them, by occasion of any such Suit or Suits. And also, The said *W.* and *R.* covenanteth, &c. that they the said *W.* and *R.* their Heirs, Executors, and Administrators, from time to time, and at all times hereafter, and upon reasonable requests, at their own costs and charges, shall and will save and keep harmless the said *J.* and *K.* and either of them, and the Heirs, Executors, and Administrators of either of them, of and from all Actions, Suits, and Demands whatsoever, which shall or may happen to be had or brought by any person or persons against the said *J.* and *K.* or either of them upon just cause, without fraud or covin, as the Administrators, or Administratrix of the said *N.* or *N.* or against the Executors or Administrators of the said *J.* and *K.* or either of them, by reason of the said Administrations, or either of them, had or taken by the said *J.* and *K.* or either of them. In Witness, &c.

To justifie Actions, &c.

The Vendees to have benefit of all Actions, &c.

To save the Vendors from all damages, by reason of such Actions, &c. And of all Actions to be brought against them.

A Bargain and Sale of a Moiety of a Ship.

TO all &c. to whom this present Writing indented shall come *M.S.* of &c. sendeth greeting in our Lord God everlasting. Know ye, that I the said *M S.* for and in consideration of the Sum of 150 l. of &c. whereof &c. have bargained, sold, given, granted, and confirmed; & by these presents do &c. unto *R.M.* his Executors, Administrators, and Assigns, all that my Moiety of, and in all that good Ship called the *E.* of *L.* of the Burthen or Portage of 240 Tuns, or thereabouts, now remaining and being upon the River of *T.* and all that my Moiety of, and in all and singular the

the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Guns, Gunpowder, Munition and Shot, and other Instruments, Artillery, Long-boat, Cock-boat, Tack, Apparel, Furniture, and other things whatsoever to the said Ship belonging, or in any wise appertaining, used, or serving; *To* **have and to hold**, all the said Moiety of and in the said Ship, and the said moiety of, and in all and singular the said Masts, &c. and all other things whatsoever afore specified to the said *R.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever. **And**, I the said *M.S.* for me, &c. do covenant, &c. in form, &c. That I the said *M.* at the time of the Ensealing and delivery of these presents, am the true, sole, and only lawful Owner, Possessor, and Proprietary of the one Moyety of the said Ship and of all and singular other the Premisses, and every parcel thereof. **And**, That I the said *M.* in mine own right, have full, perfect, good, and lawful power and authority, to give, grant, bargain, sell, and confirm the said Moiety of the said Ship, and the said moiety of all and singular other the Premisses, to the said *R.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever, according to the tenor and true meaning of these presents. **And also**, That I the said *M.* mine Heirs, Executors, and Administrators, shall, and will from time to time, and at all times hereafter, clearly and lawfully discharge, acquit, or otherwise sufficiently save harmless, as well the said Moiety of the said Ship, and of all and singular and other the Premisses, and every part thereof. As also, The said *R. M.* his Executors, and Assigns, and every of them, of and from all and singular former Bargains, Sales, Molestations, Gifts, Grants, Titles and Incumbrances whatsoever, had, made, done or occasioned, before the Ensealing and Delivery hereof. **And further**, That he the said *R. M.* his Executors, Administrators, and Assigns, shall, or may lawfully from time to time, and at all times hereafter, peaceably and quietly have, hold, dispose, and enjoy the said Moiety of the said Ship, and &c. without any Let, Reclaim, Molestation, trouble, or Interruption of me the said *M.* mine Executors, Administrators, and Assigns, or any of us, and without any lawful Let, &c. of any other person or persons whatsoever. **And**, that I the said *M.* mine Executors and Administrators, shall, and will warrant and defend the said moiety of the said Ship, and of all and singular other the Premisses, and every part thereof, against all people, to the said *R. M.* his Executors and Assigns for ever, to the use aforesaid, and in manner and form aforesaid for ever. **In witness**, &c. to the one part &c.

Habend.

That he is lawfully possessed, &c.

Power to sell.

For discharge of Incumbrances, And for quiet enjoyment.

A Warranty.

A Bargain and Sale of Land in L. *by the Mother* (*who hath a Free hold therein for her life*) *and the Son* (*in whom the Reversion is after her decease.*)

THis Indenture &c. between *V. L.* of *L.* Widow, late the Wife of *G.B.* &c. deceased, and *R.B.* one of the Sons of the said *G.* on the one party, and *W.R.* &c. on the other party, Witnesseth, That whereas *Recital.* the said *V.L.* is, and standeth seized for the term of her natural life, of and in all that great messuage or Tenement, and Garden, with the Appurtenances, *&c.* The mediate Reversion whereof after the death of the said *V.* the said *G.B.* by his last Will and Testament made in Writing, did wholly devise and bequeath unto *G.B.* his Son, and to his Heirs for ever. And whereas the said *G.B.* the younger, hath given, granted, bargained, aliened, sold, confirmed, and released to the said *R.B.* and to his Heirs for ever, all that the said great Messuage, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, present and future Estate, Right, Title, Use, Interest, and Demand of the said *G.B.* the younger, of, in, and to the said great Messuage, with the Appurtenances, as by one Indenture bearing date *&c.* Enrolled in the High Court of *Chancery* made between the said *G.B.* the younger on the one party, and the said *R.B.* by the name of *&c.* of the other party, amongst divers other Covenants and Agreements in the said Indenture more at large may and will appear. All which said great Messuage, with the Appurtenances, sometimes were parcel of the Possessions of *M.D.* of *L.* Now *Grant.* the said *V.L.* and *R.B.* for and in consideration of the Sum of *&c.* to them before *&c.* whereof, and wherewith they *&c.* and thereof and therefore *&c.* have bargained, sold, granted, aliened, and confirmed, and by these presents, do clearly and absolutely bargain *&c.* to the said *W.R.* and to his Heirs for ever, all the said great Messuage and Gardens, with the Appurtenances, and all Grounds, Yards, Lights, Shops, Cellars, Sollers, Ware-houses, Buildings, Easements and Commodities whatsoever, to the said great Messuage or Tenement belonging or appertaining, or as any part or parcel thereof demised, occupied, used, reputed, or taken, and all the Estate, Right, Title, and Interest, Reversion, Remainder, and Demand of the said *V.* and *R.* and either of them, of, in, and to the Premisses, or any part or parcel thereof, except one piece of a Cellar, one Buttery, one piece of a Compting-house, and 3 little Rooms over them, which are parcel of the Possessions of the Parish Church of *&c.* and now are occupied with the said great Messuage, by vertue of a Lease thereof had from the said Parish Church dated *&c.* [A Covenant granting the *Habend.* Deeds and Evidences of the Premisses] To have and to hold the said great Messuage and Garden, with their Appurtenances, and all and singular other the Premisses, with their Appurtenances (except before excepted) to the said *W.R.* his Heirs and Assigns, for ever, to the only use and behoof

behoof of the ſaid *W. R.* and of his Heirs and Aſſigns for ever. And the ſaid *V.* for her ſelf, &c. Covenanteth, &c. That ſhe the ſaid *V.* is lawfully ſole ſeiſed of the ſaid great Meſſuage and Garden, with the Appurtenances, of a good and lawful Eſtate of Freehold for the term of her life. And that the ſaid Meſſuage and Garden, with the Appurtenances, are and from henceforth ſhall ſtand and continue clearly diſcharged and acquitted, or upon reaſonable requeſt and notice thereof given, ſufficiently ſaved harmleſs by the ſaid *V.* her Executors or Adminiſtrators, of and from all and ſingular former Bargains, Sales, Leaſes, Grants, Eſtates, Titles, Charges or Incumbrances whatſoever, had, made, cauſed, or agreed unto by the ſaid *V.* or any other for her means, conſent or procurement. **And alſo,** That for the better aſſurance of all and ſingular the Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *W.* his Heirs and Aſſigns, for the only uſe of the ſaid *W.* and of his Heirs and Aſſigns, for ever: She the ſaid *V.* at the reaſonable requeſt and charges in the Law of the ſaid *W.* his Heirs, Executors, or Aſſigns, ſhall joyn with the ſaid *R. B.* and any others in a Fine to be levied in due form of Law to the ſaid *W.* & his Heirs, of all and ſingular the Premiſſes, according to the uſual manner of Fines. **Provided always,** That the Warranty to be made in the ſaid Fine by the ſaid *V.* be ſolely of herſelf, and only againſt her, or againſt her and her Heirs; And that for the knowledging of the Concord thereof, ſhe ſhall not be compelled to travel any further then to the ſaid great Meſſuage, without her own good will and conſent to the contrary. **And** the ſaid *R. B.* for him &c. covenanteth &c. in form &c. That he the ſaid *R.* now is lawfully and ſolely ſeiſed to the uſe of him and his Heirs, of the immediate Reverſion or Remainder of the ſaid great Meſſuage and Garden, with the Appurtenances, from and after the deceaſe of the ſaid *V.* **And,** he the ſaid *R. B.* and *S.* now his wife, and the ſaid *G. B.* the younger, and *M.* now his wife, at all times from time to time, during the ſpace of 2 years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and coſts and charges in the Law only of the ſaid *W. R.* his Heirs, Executors, or Aſſigns, ſhall and will make, do, knowledge, and ſuffer, or cauſe &c. all and every ſuch reaſonable act and acts, thing and things in the Law, with Warranty only againſt themſelves, and their Heirs, or otherwiſe without Warranty; As by the ſaid *W.* his Heirs or Aſſigns, or his or their Council learned in the Laws of this Realm, ſhall be lawfully deviſed or adviſed and required for the better conveyance, aſſurance, and ſure-making of all and ſingular the Premiſſes, with their Appurtenances, to be had, and made ſure to the ſaid *W. R.* his Heirs and Aſſigns for ever, for the only uſe &c. **And alſo,** That all the ſaid Premiſſes and every part thereof, with their Appurtenances now are, and at the making of the ſaid further aſſurance ſhall be, and from henceforth ſhall continue clearly and freely acquitted and diſcharged, or otherwiſe by the ſaid *R. B.* his Heirs or Executors, upon reaſonable requeſt and notice thereof given, ſaved harmleſs at all times, of and from all and ſingular former Bargains &c. had, made, done, cauſed, or agreed unto, or to be had, &c. by the ſaid *R. B.* and *G. B.* the younger, or either of them, or by any other perſon or

perſons

Seiſed for life.

To diſcharge of Incumbrances.

To come in a Fine with the Reverſioner.

Seiſed of the immediate Reverſion.

To make further aſſurance.

For quiet enjoyment, diſcharged of Incumbrances.

persons, by the Commandment, Consent, or Procurement of the said *R.* and *G.* the younger, or either of them. **And further**, the said *R.* covenanteth &c. That he the said *W.R.* his Heirs, and Assigns, shall, or lawfully may, from henceforth for ever, well and quietly have, hold, and enjoy, to the only use and behoof of the said *W.* his Heirs and Assigns for ever, as well the said great Messuage and Garden, with their Appurtenances, and all other the Premisses with their Appurtenances (*except only before excepted*) and from time to time, have, take, receive, and enjoy the Rents, Issues, and Profits thereof, for the only use and behoof of the said *W.R.* his Heirs and Assigns, without any Contradiction, Impeachment, Let, or Impediment of the said *R.* and *G.* the younger, or of either of them, or of any other person or persons, by the commandment, consent, means, or procurement of either of them. **And also**, the said *K.B.* covenanteth &c. That the entire benefit of all such Bonds, as *R.H.* made to the said *G.B.* deceased, and as *J.D.* Merchant of the Staple at *C.* made to the said *R.H.* for or touching the Premisses, or part thereof, and all Advantages, Recompences, and Sums of Money to be gotten of or by the said Bonds or any of them, shall be and continue to the only profit, interest, and behoof of the said *W.R.* his Executors and Assigns, without any let or contradiction of the said *R.B.* and *G.B.* or either of them, or the Executors or Administrators of either of them. *The Grantee to have the benefit of Bonds made to the Grantor concerning the premisses.*

And also, That the said *R.G.* and the Survivor of them, and the Executors and Administrators of the same Survivor, shall always hereafter justifie and avow, all and every such Suits, Processes, Pleas, and Recoveries, as the said *W.R.* his Executors or Assigns, at their own costs and charges, shall bring or pursue upon the said Bonds, or any of them, in the name or names of the said *R.* and *G.* or either of them, or of the Executors or Administrators, or either of them, against any person or persons chargeable or to be charged for the same. *To justifie Actions, &c. upon Bonds concerning the Premisses.*

And, That the said *R.* and *G.* or either of them, or the Executors or Administrators of either of them, shall not at any time hereafter willingly suffer to be done, any act or acts, without the special consent of the said *W.R.* his Executors, or Administrators, which shall or may discharge, suspend, or determine the Penalties or Forfeitures, of any of the said Bonds, or any Execution, to be had by reason of the same Bonds, or any of them, or any Suit or Judgment to be had or given, in any Action to be brought as aforesaid, upon the said Bonds or any of them. *Not to discharge suits: &c.*

In Witness, *&c.*

A Bargain and Sale of a mans Estate in Goods and Wares in a Ship.

TO all Christian people, to whom this present Writing shall come: I *A.B.* Cit. and *M.* of *L.* send Greeting &c. Know ye, That I the said *A.B.* for divers good Causes and Considerations me specially moving, have given and granted, and by these presents do give and grant unto *R.L.* Cit. and *H.* of *L.* his Executors and Assigns, without any Accompt, all my Right, Title, Property, Interest and Demand of, in, and to, all such Goods, Money, Wares, Merchandizes, Adventures and Commodities, as I the said *A.B.* have, should, ought, might or may have of, in, or belonging to the good Ship called the *T.* of *L.* wheresoever, the same is now riding or remaining: To have and to hold the same unto the said *R. L.* his Executors or Assigns, to his and their proper use for ever. And I the said *A.B.* do covenant and grant for me, mine Executors and Administrators, to and with the said *R.L.* his Executors and Assigns, by these presents, That they the said *R.L.* his Executors, Administrators, and Assigns, shall or may have, receive, take and enjoy, to his and their own proper use, the said Stock of Money, Merchandizes, and other the Premisses, without any Let, Trouble, or Disturbance of or by me, mine Executors or Administrators, and without any Accompt or Reckoning of or therefore, to me, mine Executors or Administrators, or any of us, to be made, yielded or given. In Witness, &c. *Dated, &c.*

Habend.

Quiet enjoyment.

An Indenture for Sale of Conyes.

THis Indenture made &c. between *W.G.* of *&c.* on the one part, and *H.S. &c.* on the other part, Witnesseth, That the said *W.G.* for the consideration hereunder written, hath bargained and sold: And by these presents doth fully and clearly bargain and sell unto the said *H.S.* his Executors and Administrators, the number and quantity of 6000 grey Conyes good and lawful Ware, accounting x. C. Conyes to every thousand, to be taken, slaughtered and killed, to and for the proper use and behoof of the same *H.S.* his Executors and Assigns, in and upon the Warren and grounds of the same *W.G.* at *S.* aforesaid. And, the said *W.G.* for him, his Executors, *&c.* Covenanteth, That he the same *W.G.* his Executors or Assigns, shall endeavour themselves, to take, slaughter and kill, and shall take, slaughter and kill, from time to time, to and for the use of the said *H.S.* his Executors and Assigns, Conyes in as large and ample manner, as they or any of them hereunto use to do for the serving

The Vendor to kill them.

of

of any such other Chapman, as heretofore hath used to have, take and buy the same of the said *W.G.* or of *E.B.* Esq; deceased, late Owner of the same Warren. **And also**, That he, the same *W.G.* his Executors or Assigns, shall always from henceforth weekly, every week from time to time, (the time of *L.* and from *L.* unto the Feast of St. *M.* only excepted) well and truly deliver or cause to be delivered to the said *H.S.* his Executors or Assigns, at the Mannor of *S.* at the coming thither of the said *H.* his Executors Servants or Assigns, 400 Conyes, or more so then slaughtered and killed, until such time as he the said *W.G.* his Executors or Assigns, shall thereby and therewith have fully delivered to the said *H.S.* his Executors or Assigns, all the said 6000 grey Conyes lawful Ware, so to him above bargained and sold without fraud, covin or delay, **And**, the said *H.S.* for him, his Executors, &c. doth Covenant &c. That he the same *H.S.* his Executors, shall at two several days, weekly, every week from henceforth (except the time above excepted) resort and come to *G.* aforesaid, and there shall be ready to receive and take, and shall receive and take of the Delivery of the said *W.G.* his Executors or Assigns, all the said 400 of Conyes or more, so then slaughtered and killed, until such time as he the said *H.* his Executors or Assigns shall thereby have fully received all the said 6000 Conyes lawful Ware, after the form aforesaid. **Provided always**, and it is fully agreed between the said parties, and either of them, for him &c. That it shall be lawful to, and for, the said *H.S.* his Executors or Assigns, always from time to time, upon the receipt of the said Conyes, to refuse all Bruised, Gored, Dogg-bitten, Yawned, Measled, and Morkyn Conyes: And that if it chance the said *W.G.* his Executors or Assigns, to take and slaughter any black Conyes, and deliver them to the said *H.S.* his Executors and Assigns; That then the said *H.S.* his Executors or Assigns, shall take and receive every one of those black Conyes, being lawful Ware, so to him delivered for grey Conyes, and so shall accompt the same on his Table upon the receipt thereof; any thing before mentioned to the contrary notwithstanding. For the which bargain and Sale of such the said 6000 Conyes, and for the true performance of all and every the Covenants, Grants, Premisses, Articles, Clauses, Agreements, and Deliverances aboveſaid, which on the part and behalf of the said *W.G.* his Executors and Administrators, are to be performed in form as is above declared: He the same *H.S.* for him, his Executors or Assigns, well and truly to content and pay, &c. **In Witness**, &c.

To deliver 400 weekly &c. at the Mannor of S.

The Vendee to be ready to receive them.

The Vendee to refuse bruised Conyes.

Consideration.

An Indenture of Bargain and Sale of a Leaſe and Goods which were Extended by a Statute.

Recital.

THis Indenture made &c. between *C.H.* of *&c.* on the one part, and *A.C.* on the other part, Witneſſeth; That whereas *T. R.* by one Recognizance taken upon the Statute lately made and provided for Recovery and payment of Debts, ſealed before *R.C. &c.* ſtandeth bounden to the ſaid *C.H.* in the Sum of *&c.* which the ſaid *R.T.* made default and did not pay: Wherefore the ſaid *C.H.* of late extended and delivered unto him by *J.M.* and *W.G.* now Sheriffs of *London*, by vertue of the Kings Majeſties Writs of *Extendi faciatis* and *Liberate*, according to the form of the Statute lately made and provided for recovery of Debts, as well the body of the ſaid *R.T.* as all his Goods and Chattels, which he hereafter particularly expreſſed: That is to ſay, Firſt, *&c.* To have and to hold unto the ſaid *C.* and his Aſſigns, in full ſatisfaction of his full Debt, together with his Coſts, Charges, and Damages, which he had in that behalf reaſonably ſuſtained, were fully paid, as by the ſaid Writs more at large it doth appear. By force whereof, the ſaid *C.* was, and yet is, of the ſaid Goods, Chattels, and of the ſaid Demiſe or Leaſe called a Chattel, lawfully poſſeſſed, to him, his Executors or Aſſigns, to his or their proper uſe. Whereupon, Be it known by theſe preſents, That the ſaid *C.* for the Sum of *&c.* to him by the ſaid *A.C.* at the enſealing of theſe preſents paid, whereof *&c.* and thereof *&c.* Hath bargained, ſold, given, granted and delivered; and by theſe preſents doth *&c.* unto the ſaid *A.C.* his Executors or Aſſigns, as well the ſaid Demiſe and Leaſe called a Chattel, and all the Right, Title, Property, Poſſeſſion, Intereſt, and Demand, and Term of years, which he hath of and in the ſaid Houſe, together with the ſaid Indentures aforenamed made unto the ſaid *R.T.* of and concerning the ſaid Demiſe and Leaſe; as alſo all and ſingular the ſaid other Goods and Chattels before expreſſed and ſpecified by force of the ſaid Extent and Livery, aforeſaid or otherwiſe: To have, *&c.* to the ſaid *A.C.* his Executors and Aſſigns, freely, peaceably and quietly, from, *&c.* forward for evermore; without any Lett, Suit, Vexation, Claim, Challenge or Contradiction of the ſaid *C.* his Executors and Aſſigns, or of any other perſon or perſons having or claiming any Intereſt, Right, or Title in or to the Premiſſes, or any part thereof, by or from the ſaid *C.* In Witneſs, &c.

Bargain and Sale.

A Bargain and Sale of Land, where the ſame is bound for the payment of part of the Purchaſe money left unpaid.

THis Indenture &c. between *R. J.* of &c. on the one party, and *C. B.* of &c. on the other party, **Witneſſeth**, That for and in conſideration of the Sum of 50*l.* whereof &c. he the ſaid *R. J.* of &c. hath granted, bargained, and ſold, and by theſe preſents doth fully and clearly grant, bargain, and ſell unto the ſaid *C. B.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement *&c.* except *&c.* And the Reverſion and Reverſions of all and ſingular the Premiſſes, except before excepted. *Deeds.* **And further**, the ſaid *R.* doth by theſe preſents bargain and ſell to the ſaid *C. B.* his Heirs and Aſſigns for ever all and ſingular Deeds, Evidences, Charters, Eſcripts, and Writings whatſoever, touching or concerning the Premiſſes or any of them; As in any of which ſaid Deeds *&c.* as be in the hands, cuſtody, or poſſeſſion of the ſaid *R.* or of any other perſon or perſons by his bailment or delivery, or which he lawfully may come by, without Suit in the Law. The ſaid *R.* for him, his Heirs and Aſſigns, by theſe preſents, covenanteth to and with the ſaid *C. B. &c.* to deliver and cauſe *&c.* ſafe and uncancelled to the ſaid *C. B.* at or before the 20 of *A.* next enſuing the Date hereof, at the now dwelling houſe of the ſaid *R. J.* in *B. &c.* *Habend.* **To have and to hold** the aforeſaid Meſſuage, *&c.* and all and every other the Premiſſes with their Appurtenances, and the Reverſion and Reverſions thereof (except before excepted) to the ſaid *C. B.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *C.* and of his Heirs and Aſſigns for ever, *Condition.* upon condition that he the ſaid *C.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall pay or cauſe &c. unto the ſaid *R.* his certain Attorney, Executors, Adminiſtrators or Aſſigns, the Sum of 120*l.* of &c. in manner and form &c. *viz.* 60*l.* thereof, on the &c. next &c. at the ſaid now dwelling-houſe &c. And other 60*l.* reſidue and in full payment of the ſaid 120*l.* on the &c. which ſhall be &c. at the ſaid now dwelling-houſe &c. **And**, the ſaid *R. J.* covenanteth &c. in form &c. That the ſaid *R.* at the time of the enſealing &c. for any act done by him the ſaid *R.* is of all and *Seiſed in Fee.* ſingular the Premiſſes, ſole ſeized in Fee-ſimple, of a good, perfect, lawful, and abſolute Eſtate in the Law, to the only uſe of him the ſaid *R.* and of his Heirs and Aſſigns for ever, without any Condition, Mortgage, or Deſeazance. And that the Reverſion or Remainder of the Premiſſes, or any part thereof, is not in our Soveraign Lord the Kings Majeſty. *To diſcharge of Incumbrances.* **And alſo**, That the ſaid *R. J.* his Heirs, Executors, and Adminiſtrators, ſhall from time to time, and at all times hereafter acquit, diſcharge, and exonerate, or upon every reaſonable requeſt, ſufficiently keep harmleſs the ſaid *C. B.* his Heirs and Aſſigns, and every of them, as all and ſingular the Premiſſes, with their Appurtenances, before by theſe preſents mentioned,

to be granted, bargained, or ſold, and every parcel thereof, of and from all and ſingular former Gifts, Grants, Bargains, Sales, Joyntures, Dowers, Title of Dower, Wills, Intails, Leaſes, Bonds, Statutes, Recognizances, Judgments, Executions, Fines, Iſſues, Amerciaments, Annuities, Rents: And of and from all other Titles, Grants, Eſtates, Troubles, Charges and Incumbrances whatſoever, had, made, done, knowledged, or willingly ſuffered, by the ſaid *R.* or by *J. J.* his Father, or *R. J.* his Uncle, deceaſed, or by the Grandfather of the ſaid *R. J.* or by any other of the Anceſtors of the ſaid *R. J.* or by any other perſon or perſons, claiming or making Title, by, from, or under the ſaid *R.* or his ſaid Father, Uncle, or Grandfather, or any Anceſtor or Anceſtors of the ſaid *R. J.* (the chief Rents and Services from henceforth to become due, for the Premiſſes, to the chief Lord or Lords of the Fee or Fees of the ſame, and one Leaſe heretofore granted of &c. which ſhall expire and clearly determine within &c now next coming, whereupon there is reſerved the yearly Rent of &c. and one other Leaſe &c. which ſaid ſeveral yearly Rents from henceforth, during the continuance of the ſaid ſeveral Leaſes, ſhall be due and payable to the ſaid *C.* his Heirs and Aſſigns, only except and forepriſed.) **And further**, the ſaid *R.* Covenanteth, That he the ſaid *C.* his Heirs and Aſſigns, and every of them ſhall or may from henceforth for ever, to his and their own proper uſe and behoof, lawfully, peaceably, and quietly, have, hold, occupy, poſſeſs, inherit, and enjoy, all and ſingular the Premiſſes, and every part and parcel thereof, diſcharged or ſaved harmleſs, as is aforeſaid: And alſo may have, perceive, receive, levy, take, and enjoy, all and every the Rents, Iſſues, and Profits thereof coming and growing: According to the purport and true meaning of theſe preſents, without the let, trouble, eviction, action, ſuit, entry, or interruption of the ſaid *R.* his Heirs or Aſſigns, and without any lawful let &c. of any other perſon or perſons, by means of any act or acts, thing or things whatſoever, had, made, done, or willingly ſuffered by the ſaid *R. J.* or his ſaid Father, Uncle, or Grandfather, or by any of them, or by any other Anceſtor, or Anceſtors of the ſaid *R. J.* other than ſuch perſons as any thing claim, by reaſon of the ſaid Leaſes before excepted, or any of them, and for and concerning only the Title and Intereſt of the ſaid ſeveral Leaſes, and the condition aforeſaid. **And alſo**, That he the ſaid *R. J.* and all and every other perſon and perſons, lawfully claiming, having or pretending to have, or that hereafter ſhall and may lawfully pretend, claim, or ought to have any Eſtate, Right, Title, Reverſion, Remainder, or other thing whatſoever, in or to the Premiſſes, or any part or parcel thereof, by, from, or under the ſaid *R. J.* or his ſaid Father, Uncle, or Grandfather, or other Anceſtor or Anceſtors aforeſaid, or any of them, except only ſuch perſon or perſons as ſhall claim for or by reaſon of the Leaſes before excepted, or any of them, and for or concerning the Title and Intereſt of their ſaid ſeveral Leaſes, ſhall and will within reaſonable time, when as often as he, they, or any of them, ſhall be thereunto reaſonably required by the ſaid *C.* his Heirs or Aſſigns, within the ſpace of 5. years next enſuing the date hereof, at the coſts and charges in the Law of the ſaid *C.* his Heirs and Aſſigns,

For quiet enjoyment.

To make further aſſurance.

Aſſigns, do make, knowledge, levy, and execute, and ſuffer to be done, &c. all and ſingular ſuch Fines, Feoffments, Recoveries, Eſtate, Aſſurances, Acts and Things whatſoever, of, for, and concerning the Premiſſes, and every or any parcel thereof, or the aſſurances or Conveyances thereof, and of every or any parcel of the ſame. As by the ſaid *C.* his Heirs or Aſſigns, or his or their Council, &c. ſhall be lawfully and reaſonably deviſed, adviſed, or required according to the true meaning and intent of theſe preſents. **And**, that all the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, and every of them ſhall be, and all and ſingular perſon and perſons whatſoever, which now, or at any time hereafter, ſhall or may have or claim any Eſtate, Title, or Intereſt, of, in, or out of the Premiſſes, or any part thereof, by, from, or under, or by force or means of the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, or any of them, ſhall at all times, from and after every Execution or Executions of the ſaid Fines, Feoffments, Recoveries, or other Conveyances or Aſſurances aforeſaid, or any of them, ſtand and be ſeized of all and ſingular the ſaid Premiſſes, before by theſe preſents granted, to the only uſe and behoof of the ſaid *C.* and of his Heirs and Aſſigns for ever, upon the condition before by theſe preſents limited. **Provided always**, That if default be made of, or in the payment of the ſaid Sum of 120 l. or any part thereof, contrary to the Form aforeſaid: That then the Grant, Bargain and Sale, by theſe preſents made of the Premiſſes, and all the Covenants, Grants, and Articles, by theſe preſents, made of the part of the ſaid *R.* ſhall be void, and of none effect. **And**, the ſaid *C.* for him, his Heirs and Aſſigns, and every of them, and every other perſon ſeized to his, their, or any of their uſes, doth by theſe preſents Covenant and grant, to and with the ſaid *R. J.* his Heirs and Aſſigns, that then and from thenceforth, after ſuch default made of or in payment of the ſaid Sum of 120 l. or any part thereof as aforeſaid, all and ſingular the Fines, Feoffments, Recoveries and other Conveyances and Aſſurances aforementioned, for any act to be done by the ſaid *C.* his Heirs or Aſſigns, or any other perſon or perſons, by his or their means, ſhall be to the only uſe of the ſaid *R.* his Heirs and Aſſigns for ever. And that then, and from and after ſuch default made, it ſhall be lawful, to and for the ſaid *R.* his Heirs and Aſſigns, without any lawful let or interruption of the ſaid *C.* his Heirs and Aſſigns, or of any other perſon or perſons, by his or their means, into all and ſingular the Premiſſes, wholly to re-enter, and the ſame to repoſſeſs and have again, as in his former Eſtate, clearly diſcharged or ſaved harmleſs, of all Charges, Dowers, and Incumbrances whatſoever, made or done by the ſaid *C.* his Heirs or Aſſigns, or any other perſon or perſons, claiming by or from the ſaid *C.* his Heirs or Aſſigns, or any other ſeized to his or their uſes; Theſe Preſents, or any thing in them contained, or any thing whatſoever, to the contrary thereof &c. **And**, the ſaid *C. B.* covenanteth &c. That he the ſaid *C.* his Heirs or Aſſigns, after default made, of or in payment of the ſaid Sum of 120 l. or any part thereof, contrary to the Form aforeſaid, and upon reaſonable requeſt within two

All Fines &c. to be to the uſe of the Bargainee under the Condition.

Proviſo.

If money be not paid, the ſaid Fines, &c. to be to the uſe of the Bargainor.

The Bargainee to re-deliver the Deeds in caſe of non-payment.

Months after such request, shall re-deliver or cause &c. to the said *R.* his Heirs or Assigns, all such Deeds, Evidences and Writings, as the said *R.* his Heirs or Assigns, before such default making, shall have delivered to the said *C.* his Heirs or Assigns, touching the Premisses or any part thereof, and that in as good case as the same were received by the said *C.* his Heirs or Assigns, or the said *R.* his Heirs or Assigns. **And**, the said *R.* Covenanteth &c. That he the said *R.* his Heirs, Executors, Administrators or Assigns, or his or their certain Attorney, from time to time, when and as soon as the said *C.* his certain Attorney, Executor, or Administrator, shall, according to the tenor of these presents, have made any payment of any Moiety of the said Sum of 120 l. shall and will make and deliver, or cause &c. to the said *C.* lately his certain Attorney, Executors, Administrators or Assigns, as shall make every or any such payment, a good and sufficient Acquittance and Discharge in the Law, under the Hand and Seal of the said *R.* his Heirs, Executors, Administrators or Assigns, of and for such Moiety of the said Sum of 120 l. as shall be so paid as aforesaid: **In Witness**, &c. *A Feoffment upon Condition aforesaid.*

The Bargainer to give acquittance for money received.

A Bargain and Sale of an Annuity granted by a Fine.

This Indenture, &c. between *W.G.* &c. and *E.* his Wife on the one party, and *S.P.* eldest Son of *R.P.* Citizen &c. on the other party, **Witnesseth**, That whereas *W.H.* of *C.* and *M.* his Wife, by one Fine, Sur Grant, and Render levied before the Kings Majesties Justices of his Common Bench at *W.* in the Term of St. *M.* in the 14 year &c. did Grant to the said *W.G.* a certain yearly Rent of 91. 13 s. 4 d. going out of two Messuages and two Shops, with their Appurtenances in *W.* &c. and the same to the said *W.G.* did render in the said Court; **To have and perceive** the said Annual Rent of &c. to the said *W.G.* and his Heirs, at the Feasts of &c. by even portions yearly to be paid: And if it happen the said yearly Rent of &c. or any part thereof to be behind in part or in the whole, after any Feast of the Feasts aforesaid in which it ought to be paid, and not paid by the space of 40 days, being asked; that then the said *W.H.* and the Heirs of the same *W.* shall forfeit to the said *W.G.* and his Heirs, 13 s. 4 d. in the name of a pain, as often as the same yearly Rent of &c. or any part thereof shall be so behind: And that then and so often it shall be lawful to the said *W.G.* and his Heirs, into the said Messuages and Shops, with their Appurtenances, to enter and distrain, and the Distresses so there taken and had, lawfully to lead, carry, and drive away, and with him to detain, until he shall be fully satisfied and paid, as well of the said yearly Rent of &c. with the Arrearages thereof, if any shall be, as also of the said 13 s. 4 d. in the name of a pain as aforesaid; As by the said Fine amongst other things therein contained, more plainly will appear. **Now**, the said *W.G.* for and in consideration of the Sum of &c. whereof,

Recital.

Habend.

Nomine pœnæ upon default of payment.

Distress.

whereof &c. hath bargained, and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *S.P.* and his Heirs for ever, the ſaid yearly Rent of &c. as being out of the ſaid two Meſſuages and two Shops aforeſaid, and all the Eſtate, Right, Title, and Intereſt of the ſaid *W.G.* and his Heirs, of, in, and to the ſame yearly Rent. **To have, hold,** perceive, receive, and enjoy the ſaid yearly Rent of *&c.* at the ſaid ſeveral Feaſts aboveſaid, and as the ſame ſhall grow due and payable unto the ſaid *S.P.* his Heirs and Aſſigns for ever, to the only uſe of the ſaid *S.* and of his Heirs, and Aſſigns for ever. **And,** the ſaid *W.G.* Covenanteth *&c.* in form *&c.* That the ſaid yearly Rent now is, and for ever hereafter ſhall be, ſtand and continue to the ſaid *S.P.* and his Heirs clearly and freely diſcharged and acquitted, or otherwiſe from time to time, and at all times upon reaſonable requeſt, ſhall be well and ſufficiently ſaved harmleſs by the ſaid *W.G.* his Heirs, Executors and Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Titles, Troubles and Incumbrances whatſoever, had, made, done, or procured, by the ſaid *W.G.* or by his knowledge, conſent, or procurement. **And further,** That he the ſaid *W.G.* and the ſaid *E.* his wife, and the Heirs of the ſame *W.* and all and every other perſon or perſons having, or which ſhall have or lawfully claim, or pretend to have any former Eſtate, Right, Title, or Intereſt, of, in, or to the ſaid yearly Rent of *&c.* by, from, or under the eſtate of the ſaid *W.G.* from time to time upon reaſonable requeſt within two years next coming, at the coſts and charges in the Law only of the ſaid *S.* his Heirs or Aſſigns, ſhall and will do, make, knowledge, ſuffer, execute and cauſe *&c.* all and every ſuch further lawful and reaſonable act and acts, thing and things, for the further and more better aſſurance, and ſure making of the ſaid yearly Rent of *&c.* to be had and made ſure to the ſaid *S.* his Heirs and Aſſigns, to his and their own uſe and uſes for ever, as by the ſaid *S* his Heirs or Aſſigns, or his or their learned Council in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed and required. **In witneſs,** *&c.*

Bargain &c.

Habend.

Diſcharge of Incumbrances.

Further aſſurance.

A Bargain and Sale by a man and his Wife, ſhe being a Co-heir of a 3d. part of certain Land in poſſeſſion; and of a Moiety of another 3d. part of the ſame Land in Reverſion after the death of the late Husband of one of the Co-heirs Tenant by Curteſie.

THis **Indenture,** &c. between *E.M.* and *M.* his Wife, one of the Daughters and Heirs of *A.P.* Kt. deceaſed on the one party, and *G.M. &c.* on the other party: That whereas the ſaid *A.P.* Kt. was in his life lawfully ſeized in his Demeſn as of Fee, of, and in one capital Meſſuage or Tenement, with the Appurtenances, and all Shops, Cellars, *&c.* to the ſaid capital Meſſuage belonging *&c.* And the ſaid *A.* ſo being of the ſaid capital Meſſuage and Premiſſes, with the Appurtenances ſeized,

Recital.

dyed

dyed thereof ſeized, by, and after whoſe death the ſaid capital Meſſuage or Tenement with the Appurtenances, deſcended and came to *E.M.* and *A.* as the Daughters and Heirs of the ſaid *A.P.* which *M.* the ſaid *E. M.* hath married, and taken to wife; and whereas alſo the ſaid *E.* whom one *A.R.* took to Wife, now deceaſed, having no Iſſue of her Body now living. *Now* this Indenture *Witneſſeth*, that the ſaid *E. M.* and *M.* his Wife, for and in conſideration of the Sum of 120 l. of &c. whereof &c. have bargained and ſold, and by theſe preſents do bargain and ſell unto the ſaid *G.M.* his Heirs and Aſſigns, as well all that the 3d. part of the ſaid capital Meſſuage or Tenement with the Appurtenances, and the 3d. part of all the ſaid Shops &c. as the Moiety of all that the Reverſion of the 3d. part of the ſaid Meſſuage and Premiſſes which the ſaid *A.R.* holdeth for the term of his life as Tenant by the Curteſie of *England* and all the right, title, &c. together with all the Deeds, Evidences, &c. **To have and to hold**, the 3d. part, and the ſaid Moiety of the ſaid Reverſion, of the 3d. part of the ſaid Meſſuage &c. and of all the ſaid Shops, &c. and all their Eſtates, Titles, and Intereſts, in, and to the Premiſſes to the ſaid *G.M.* his Heirs and Aſſigns for ever, to the only uſe &c. **And**, the ſaid *E.M.* Covenanteth &c. that they the ſaid *E.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* ſhall, during the ſpace of 5 years, at the reaſonable requeſt of the ſaid *G.* his Heirs or Aſſigns, at his and their own proper coſts and charges during the ſaid term of 5 years make to the ſaid *G.* and his Heirs, all ſuch further aſſurance &c. be it in Deed inrolled &c. or otherwiſe, as by the ſaid *G.* or his Council ſhall be deviſed &c. and that the ſaid 3d part and Moiety of the Reverſion of the other 3d. part of the ſaid Meſſuage &c. is free of Incumbrances done by the Vendors, or by any by their means, (the Rents and Services except &c.) **In Witneſs**, &c.

Bargain &c.

Habend.

Covenant for further aſſurance.

A Sale or tranſport of Goods arreſted and ſtayed in Flanders *by the King of* Spains *Authority, and of all recompences which may be had for the ſame.*

This Indenture, &c. between *J.S.* &c. on the one part, and *R.P.* and *R.B.* &c. on the other part **Witneſſeth**, That whereas the ſaid *J.S.* lately before Chriſtmaſs, in the year &c. did ſhip in the Port of *L.* to be diſcharged at *A.* in *B.* divers woollen Cloaths in a Ship whereof was Maſter one *W.H.* to the value of &c. And whereas alſo about the ſame time the ſaid *J.S.* had ſhipped at *A.* aforeſaid to be diſcharged at *L.* in a Ship whereof was Maſter &c. divers Forraign Goods, Merchandizes and Commodities, amounting to the value of &c. of *F.* Money: All which ſaid Cloaths, Goods, Merchandizes, and Commodities by reaſon of the late reſtraint of entercourſes made between the King of *Spains* Subjects, and the Subjects of the Kings Majeſty were ſtayed and arreſted

arrested by the Kings authority in *F.* and there detained, as more plainly appeareth, Recorded and entred before the Kings Majesties Commissioners here in *E.* in that behalf appointed. Now, the said *J.S.* for and in consideration of a certain Sum of Money by him had and already received of the said *R.* and *R.* hath granted, bargained, sold, and assigned, and by these presents doth grant &c. to the said *R.* and *R.* all and singular the said Cloaths, Merchandizes, Goods, and Commodities aforesaid for their own use, to them, their Executors and Assigns, to be had, taken and enjoyed, as they or any of them may be gotten or come by for ever, together with all and every such allowance, recompence and satisfaction whatsoever, which is or shall be limited, allowed, or assigned to the said *J.S.* his Executors, or Assigns for the Premisses, or any part thereof, or which may or shall be had or taken by the said *J.* his Executors and Assigns, by way of such allowance, recompence, or satisfaction any manner of way. *Bargains, &c.*

And, the said *J.S.* for him &c. doth Covenant &c. in form &c. that the said *R.* and *R.* their Executors and Assigns, or any of them, for and in the name or names of the said *J.S.* his Executors and Administrators, or otherwise, as it shall be requisite, shall, or may ask, demand, take, and receive all, and all manner of satisfaction, recompence, and allowance whatsoever to be had, made, or given to the said *J.S.* his Executors, or Assigns, for the Premisses, or any part thereof, without the let, hindrance, gainsaying, or interruption of the said *J.* his Executors, or Administrators; and that the said *R.* and *R.* their Executors, and Administrators, or any of them, for and in the name or names aforesaid, may lawfully compound and agree for the Premisses, and every or any part thereof; and thereupon make, seal, and deliver such Release and Releases, or any other discharge in the name or names aforesaid, as to them the said *R.* or *R.* their Executors, or Assigns, or any of them shall seem requisite. And that to the getting, obtaining, and enjoying of all or any of the Premisses, according to the true intent and meaning of these presents; It shall and may be lawful to the said *R.* and *R.* their Executors or Assigns, or any of them, from time to time, and at all times, to do, knowledge, execute, and finish, all and every thing and things, for and in the name or names of &c. as thereunto shall be needful in any wise. *Power for the Vendee in the Vendors name to use all lawful ways for getting of the goods.*

And further, that the said *J.S.* heretofore hath not had or received the Premisses, or any part thereof, or any satisfaction or recompence for the same, or any part thereof, or hereafter without the consent of the said *R.* &c. shall not receive or take the Premisses, or any part thereof, or any satisfaction for the same, or any part thereof, neither shall do or knowledge any thing which shall let or hinder the said *R.* and *R.* their Executors or Assigns, to have, take, and enjoy for their own use, the Premisses, or any part thereof, according to the true meaning of these presents. In witness, &c. *That the Vendor hath not received the goods &c. nor will hinder the Vendee from having them.*

A Bargain and Sale of a Reversion or Remainder in Land well passed.

THis Indenture &c. between *W. P.* the elder, of *L.* Gent. Son of *M. P.* late of *L.* aforesaid, Gent. deceased, and of *A.* his Wife, Daughter of *K. D.* late of St. *B.* of *L.* Widow, deceased on the one party, and *M. L.* of *L.* Widow, on the other party, **Witnesseth**, That the said *W. P.* for and in consideration of 120*l.* of &c. Hath given, granted, bargained, and sold, and by these presents doth fully, clearly, and absolutely give, grant, bargain, and sell unto the said *M. L.* her Heirs and Assigns for ever, all that Messuage and Tenement &c. and all and singular Cellars, Sollers, Rooms, Back-sides, Yards, void Grounds, Lights, Easements, Commodities, and Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining: And the Reversion and Reversions, Remainder and Remainders, of all and singular the Premisses, and of every part thereof. And all the Estate, Right, Title, Interest, Claim, and Demand, of him the said *W. P.* of, in, and to the said Messuage or Tenement, and other the Premisses, with their Appurtenances. And also all and singular Deeds, Evidences, Charters, Wills, Writings, Escripts, and Mynuments whatsoever, touching or concerning the Premisses, or any part or parcel thereof: **To have and to hold** the said Messuage or Tenement, and all and singular other the Premisses before herein bargained, and sold, or mentioned to be bargained and sold, from, in, and after &c. unto the said *M. L.* her Heirs and Assigns, to and for the only and proper use and behoof of the said *M. L.* and of her Heirs and Assigns for ever. **And**, The said *W. P.* for him, his Heirs, Executors, and Administrators, and every of them, doth covenant, promise, and grant, to and with the said *M. L.* her Heirs, Executors, and Assigns, and every of them, by these presents, in manner &c. That is to say, That he the said *W. P.* at the time of the ensealing and delivery of these presents, is, and standeth rightfully, and absolutely seized of the immediate Remainder or Reversion of the said Messuage or Tenement, and other the Premisses, with the Appurtenances depending in an Estate for term of the natural life of the said *A. P.* of, and in the same, as of Fee and Right, to the only use and behoof of the said *W. P.* and of his Heirs and Assigns for ever without any condition or limitation of use or uses whatsoever. **And**, that he the said *W. P.* now hath full power, good right, and lawful authority, in and by the Law, to bargain, sell, and assure the said Reversion or Remainder of the said Messuage or Tenement, and of all and singular other the Premisses, above by these presents mentioned, to be hereby bargained and sold, with all and singular the Appurtenances unto the said *M. L.* her Heirs and Assigns, to the only use and behoof of the said *M.* and of her Heirs and Assigns for ever, in manner and form aforesaid.

Consideration. Bargain and Sale.

Deeds, &c.

Habendum, &c.

Covenants that he is seised of the Reversion or Remainder in Fee, &c.

Power to sell.

[*Here*

[*Here followeth a Covenant for discharge of Incumbrances.* And *Another for making further Assurance.*] **And also**, That the said *A.P.* shall within the space of 6 months next, after reasonable request to be made by the said *M.L.* her Heirs, Executors, or Assigns, in due form of Law, attorn Tenant to the said *M.L.* her Heirs or Assigns, of the said Messuage or Tenement, or other the Premisses, for and in respect of the said *A.* her said Estate of and in the same. *That the particular Tenants life shall attorn.* **And further**, that she said the *M. L.* her Heirs and Assigns, to her and their own proper use and behoof from time to time, and at all times, from and after the decease of the said *A.P.* shall or may lawfully, peaceably, and quietly have, hold, occupy and enjoy the said Messuages, or Tenements, and all and singular other the Premisses, with the Appurtenances. And the Rents, Issues, Revenues, or profits thereof continuing or growing to her and their own proper use and behoof, shall or may receive, perceive, and enjoy, without any let, resistance, disturbance, eviction, molestation or interruption of the said *W.P.* his Heirs or Assigns, or any of them, and without any lawful let, resistance, disturbance, eviction, molestation, recovery, or interruption, of any other person or persons, whatsoever, other than the said chief Lord or Lords, of Fee or Fees, of the Premisses, for and in respect only of their Services. *That the Vendee shall enjoy without interruption.* **In Witness**, &c.

A Bargain and Sale by Executors of a House, which is devised to be sold to the most advantage.

This Indenture, &c. between *A.G.* &c. *J.B.* eldest Son of *T.B.* late &c. deceased, and *P.B.* second Son of the said *T.* Executors of the last Will and Testament of the same *T.* on the one party; and *N.B.* &c. on the other party, **Witnesseth**, That whereas the said *T.B.* in his life-time was seized in his Demesn as of Fee, of and in all the great Messuage and Tenement &c. with all and singular Shops &c. to the same Messuage, and other the Premisses, or any part thereof, by any means belonging or appertaining, or used with the same &c. And the said *T.B.* being so seized of the said Messuage, and other the Premisses, did make his last Will and Testament in writing, dated &c. and thereby did will and devise the said Messuage and Tenement, with the Appurtenances, in form as followeth, that is to say; **Item**, I will, that my Mansion-house with the Appurtenances, be sold to the most advantage, and the money thereof to be divided equally amongst my Children part and part like. **Provided always**, That if *M.* my Daughter be then married, or towards Marriage, that she have my house before any other, giving as much therefore as any other, so and in such sort, as the rest of my Children be not hindred thereby: And then of the same his last Will and Testament, did order and make his Executors the said *A.J.* and *P.* as by the same last Will and Testament may plainly appear. And after died seized of the Premisses *Recital.*

of

of ſuch Eſtates as aforeſaid. And for as much as *M.* the ſaid Daughter of the ſaid *T.* is now married unto one *H.G.* and proffer hath been made to her and her Husband, to have the ſaid houſe afore any other, giving as much therefore as any other; And thereupon the ſaid *M.* and her Husband have clearly refuſed ſo to have the ſame Houſe. The ſaid *A.J.* and *P.* for and in conſideration of the Sum of 466 l. 13 s. 4 d. of &c. to them before-hand paid by the ſaid *N.B.* (which is the moſt advantage, that the ſaid Manſion-houſe, might in any wiſe be ſold for.) Of which ſaid Sum of &c. have bargained, and ſold, and granted, and by theſe preſents do grant, bargain, and ſell to the ſaid *N.* and his Heirs for ever, all the ſaid Meſſuage or Tenement, ſituate &c. with all and ſingular, Shops, &c. to the ſame belonging or appertaining, or in any wiſe uſed with the ſame, or accepted as part thereof, in the time of the ſaid *T.B.* or at any time ſince, ſituate, lying, and being between ſuch Bounds and Limits as is aboveſaid. And alſo the Reverſion and Reverſions of all and ſingular the above bargained Premiſſes, and all and ſingular Deeds &c. which the ſaid *A.J.* and *P.* have touching the ſame, or which they &c. **To have and to hold**, the ſaid Meſſuage and Tenement, and all other the above-bargained Premiſſes, with the Appurtenances, and the Reverſion and Reverſions thereof to the ſaid *N.* his Heirs and Aſſigns for ever, to the only uſe of the ſaid *N.* &c. **And**, The ſaid *A.G.* for him &c. covenanteth with the Vendee, &c. the Premiſſes to ſtand for ever, to the ſaid *N.B.* diſcharged of all Incumbrances by the ſaid *A.* or his procurement. The chief Rents and Services &c. only except and forepriſed. And further &c. [**A Covenant by the ſaid A. for further aſſurance.**] **In Witneſs**, &c.

Bargain.

A Sale of Wooll.

Covenant to deliver the Woolls.

This Indenture, &c. between *R.K.* on the one part, and *R.W.* on the other part, **Witneſſeth**, That the ſaid *R.K.* hath bargained and ſold, and by theſe preſents doth &c. unto the ſaid *R.W.* all the Woolls of the proper growth of the Sheep of the ſaid *R.K.* this preſent year, being by eſtimation the Wooll of 5400 Sheep, or thereabouts, at the price of 22 s. of &c. the Todd; all the ſame Wooll to be weighed by the half Sack, which is 6 Todds and a half at a draught, and at every ſecond draught, to allow unto the ſaid *R.W.* his Executors or Aſſigns, one Fleece of Wooll for over-weight, according as the uſe and cuſtom hath heretofore been at *F.* aforeſaid: And all the ſaid Bargains of Woolls to be well waſhed, and to be wrought by a ſworn man, as the Woolls of the ſaid *R.K.* have heretofore accuſtomarily been: In conſideration of which ſaid Bargain of Woolls, the ſaid *R.W.* hath paid and delivered to the ſaid *R.* the Sum of 500 l. of &c. whereof the ſaid *R.* acknowledgeth the Receipt accordingly by theſe preſents. **And**, The ſaid *R.* for him, his Executors, Adminiſtrators,

505 l. Conſideration.

ſtrators and Aſſigns, doth covenant and grant, to and with the ſaid *R.W.* his Executors and Aſſigns, by theſe preſents, That he the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, at his, or their own proper coſts and charges, ſhall and will well and truly deliver, or cauſe &c. to the ſaid *R.W.* his Executors or Aſſigns, all the ſaid Bargain of Woolls of the ſaid kind, growth, and goodneſs aforeſaid, at or before the laſt day of *S.* next coming, after the date hereof, at the Mannor place of the ſaid *R.* ſituate in *F.* aforeſaid. *To deliver the wooll.*

And, The ſaid *R.W.* for him &c. covenanteth &c. That he the ſaid *R.W.* his Executors, Adminiſtrators, or Aſſigns, at and upon the full delivery of the ſaid bargain of Woolls, at *F.* aforeſaid, ſhall well and truly content and pay, or cauſe &c. to the ſaid *R.* his &c. the reſt and reſidue of ſuch Sums of Money, as the ſaid Bargain of Woolls, at the price above ſpecified, ſhall amount unto, over and above the ſaid 500 l. paid and diſburſed by the ſaid *R.* to the ſaid *R.* before-hand, upon the bargain of Woolls aforeſaid. *The Vendee to pay the reſidue of the money, upon the delivery.*

And, the ſaid *R.* covenanteth &c. That if the ſaid bargain of Woolls, at and upon the delivery thereof as aforeſaid, ſhall not amount to the full Sum of 500 l. after the rate and price of 22 s. the Todd, that then he the ſaid *R.* his Executors or Aſſigns, at or upon the delivery of the ſame Woolls, ſhall well and truly content and pay, or cauſe &c. to the ſaid *R.* his Executors and Aſſigns, all ſuch Money, as the ſame Woolls ſhall want of the ſame 500 l. at the rate and price aforeſaid, without fraud or covin. **In Witneſs** &c. *If the Wooll do not amount to 500 l. the Vendor to pay ſo much money as will make it.*

A Bargain and Sale by two Co-heirs in Land, of a Reverſion.

This Indenture &c. between *J.K.* &c. and *K.* his wife, and *E.C.* &c. Heirs of *J.S.* deceaſed, on the one part, and *T.B.* &c. on the other part, **Witneſſeth**, That whereas *A.S.* of *B.* in the County of *H.* Widow, late the wife of *W.S.* deceaſed, now is lawfully ſeized of an Eſtate of Free-hold, for term of her life, of and in one Meſſuage ſet and builded in *B.* aforeſaid, and of and in divers Lands, Meadows, and Paſtures, lying and being in the Pariſhes of &c. containing by eſtimation 20 Acres, be they more or leſs; the Reverſion of two ſixth parts, of all and ſingular the Premiſſes, do ſeverally belong and appertain to the ſaid *J.K.* and *K.* his wife, and *E.C.* and *M.* his wife, as to two of the Siſters and Heirs of the ſaid *J.S.* *Recital of the Eſtate for life in being.* *Free-hold.*

And, whereas alſo the ſaid *J.K.* did lately purchaſe to him and his Heirs of *W.H.* of &c. and of *R.* his wife, and of *T.E.* of *H* &c. and *A.* his wife, two other of the Siſters and Co-heirs of the ſaid *J.S.* their two ſix parts, of all and ſingular the Premiſſes, that is to ſay, one 3*d.* part of all the ſame Premiſſes, as by one Indenture betwixt them thereof made, and bearing date the 13 day of *M.* now laſt paſt more plainly will appear. The ſaid *J.K.* and *K.* his wife, for the Sum of 60 l. of &c. to them paid before the enſealing of theſe preſents by the ſaid *T.B.* have given, granted,

Bargain & Sale.

ted, bargained, and sold: **And**, by these presents do &c. unto the said *T. A.* and to his Heirs and Assigns for ever, as well all the sixth part of the said *J.K.* and *K.* his wife, which they have in the right of the same *K.* of and in the said Messuage, and all other the Premisses, as also all those 2 sixth parts, or one 3d part of all and singular the same Messuage and Premisses, so by the said *J.K.* purchased of the said *W.H.* and *R.* his wife, and *T. E.* and *A.* his Wife, as aforesaid; and all the Estate, Right, Reversion, Title, Interest, Part, Parts, and Purparts whatsoever, which they the said *J. K.* and *K.* his Wife have, or either of them hath, or ought to have, of, in, or to the said Messuage and Premisses, or to every, or any part or parts thereof whatsoever; and also, the said *E.C.* and *M.* his wife, for the Sum of 24 l. of &c. have aliened, granted, bargained and sold, and by these Presents &c. to the said *T.B.* and to his Heirs or Assigns for ever, all the sixth part of the said *E.* and *M.* which they have in the right of the same *M.* of and in the said Messuage, and all other the Premisses, and all their Estate, Right, Title, Reversion, Interest, Part, Parts, and Purparts whatsoever, which they the said *E.* and *M.* his Wife have, or either of them hath, or ought to have, of, in, or to the said Messuage and Premisses, or in, or to every, or any part or parcel thereof whatsoever, and the said *J.K.* and *K.* his wife, and the said *E.C.* and *M.* his Wife, for the consideration aforesaid, do by these presents bargain, and sell to the said *T.B.* all the Deeds, Charters, Evidences, and Writings touching the Premisses, and every of them severally do promise and grant to deliver unto the said *T.* upon reasonable request at any time, so many of the said Evidences, as they, or any of them have, or without Suit may come by, without any manner of fraud or covin; **To have and to hold** all the said parts of the said Messuage and premisses, with all and singular their Appurtenances, and all other the Premisses, by these presents, above bargained and sold to the said *T.B.* and to his Heirs and Assigns for ever, to the only use &c. **And**, The said *J.K.* and *E.C.* for themselves, and for their Wives, their Heirs, Executors, and Administrators, and every of them, do severally and apart, every of them only for the part of himself, and of the Heirs, Executors, and Administrators, Covenant and Grant to, and with the said *T.B.* his Heirs, Executors, Administrators, and Assigns, by these presents, in manner and form &c. that they the said *J.K.* and *K.* his Wife, for their part, and also that the said *E. C.* and *M.* his Wife, for their part; at the costs and charges in the Law of the said *T. B.* or of his Executors, or Administrators in this present *H.* Term, holden at *Westmin.* by Fine, to be orderly levied and recorded before the Justices of the Court of *Common Pleas*, &c. shall grant to the said *T.* and his Heirs, all the said 4 sixth parts of the said Messuage, Lands, and Tenements, and all other the Premisses, by these presents above bargained and sold by the name of 4 parts, into 6 parts divided, of one Messuage, one Barn, one Garden, one Orchard, 22 Acres of Land, 2 Acres of Meadow, 15 Acres of Pasture, with their Appurtenances in *B.L. A.W.A.* and *T.* in the said County of *H.* into 6 parts, divided as aforesaid, and the same shall severally warrant against them and the Heirs of the said *K.* and *M.* for ever; and that the said

Habend.

Covenant for knowledging of Fines.

ſaid Meſſuage and Premiſſes, and every of them at the time of the levying and Engroſſing of the ſaid Fine, ſhall be and ſtand clearly acquitted and diſcharged, or otherwiſe or at all times ſufficiently ſaved harmleſs by the ſaid *J. K.* his Heirs or Executors for the part of the ſaid *J.* and *K.* his wife; and by the ſaid *E.* his Heirs or Executors for the part ſaid *E.* and *M.* his wife, of and from all and ſingular former Bargains, Sales, Grants, Titles, Eſtates, and Incumbrances whatſoever, had, made, granted, or willingly ſuffered by the ſaid *J. K.* and *K.* his wife on their part, and by the ſaid *E. C.* and *M.* his wife on their part, and alſo the ſaid *J. K.* and *K.* his wife on their behalf and their Heirs. *For diſcharge of Incumbrances.*

And, the ſaid *E. C.* and *M.* his wife on their behalf and the Heirs of the ſaid *M.* ſhall and will at all time and times during 4 years next &c. at, and upon the reaſonable requeſt, coſts, and charges in the Law of the ſaid *T. B.* his Heirs or Aſſigns, do, ſuffer, and acknowledge all and every ſuch thing or things, act and acts, in the Law, with ſuch warranty as aforeſaid, as ſhall be reaſonably deviſed or adviſed, by the learned Council of the ſaid *T. B.* or of his Heirs or Aſſigns, for the aſſurance, ſure conveying and ſure making of all the ſaid 4 ſixt parts, and of all other part and parts, and of all the Eſtate, Right, Title, Reverſion and Intereſt which the ſaid *J.* and *K.* his wife, and their Heirs, and which the ſaid *E.* and *M.* his wife, and the Heirs of the ſaid *M.* ſeverally have, or may have, or claim to have, to, of, or in the ſaid Meſſuage, or other the Premiſſes to be had, conveyed and made ſure to the ſaid *T. B.* his Heirs and Aſſigns, to, and for the only uſe and behoof of the ſaid *T.* and of his Heirs and Aſſigns for ever. **In Witneſs**, &c. *For further Aſſurance.*

A Bargain and Sale of a Reverſion, or Remainder of the third part of certain Lands.

This Indenture made, &c. between *R. T.* &c. on the one part, and *J. L.* &c. on the other part, **Witneſſeth**, That whereas the late King *C.* 1. by his Letters Patents under the great Seal of *E.* bearing date at *W.* &c. did amongſt divers other things give and grant to *A. B.* the Site, Circuit and Precinct of the late diſſolved Monaſtery or Priory of *M.* with the Appurtenances in the County of *L.* and all manner of Meſſuages, Houſes, Cottages, Barns, Stables, Dove-houſes, Mills, void Grounds, Gardens, Orchards, and other Edifices and Buildings, with their Appurtenances within the Site, Circuit and Precinct of the ſaid late Monaſtery or Priory, and the Church-yard thereof, and all great Trees, Woods, and Under-woods growing and being in and upon the ſaid Site, Circuit and Precinct of the ſaid late Monaſtery or Priory, or any part or parcel thereof, and the ſoyl and ground of the ſame great Trees, Woods, and Under-woods, and certain Meſſuages, Lands, Tenements, Meadows, Paſtures, Feedings, and Hereditaments of the clear yearly value of 8*l.* 12*s.* of lawful &c, ſituate, lying, and being in *B. H. B.* and *M.* in *Recital of Letters Patents.*

the ſaid County of *L.* to to the ſaid late Monaſtery or Priory, ſometime belonging and appertaining: **To have and to hold**, the ſame to the ſaid *A. B.* for term of their lives, and the longer liver of them, the remainder thereof after their deceaſe, to the Heirs of the body of the ſaid *A. B.* lawfully begotten, the Reverſion thereof in Fee-ſimple to the ſaid late King, the which ſaid Reverſion or Remainder of the 3*d.* part of all and ſingular the fore-named Premiſſes is deſcended to the Lady *M.* now wife of *H.* Earl of *D.* and to the Heirs of her body, as one of the Co-heirs of the ſaid *A. B.* to take effect immediately after the deceaſe of ſaid *A.* And the ſaid Reverſion or Remainder of one 3*d.* part of all the ſame Premiſſes, the ſaid Earl and Lady *M.* now have to them and the Heirs of the ſaid Lady *M.* for ever, of the Gift and Grant of our ſaid Sovereign Lady Queen *Eliz.* by her Highneſs Letters Patents, bearing date &c. as by the ſaid Letters Patents appeareth. **And**, the ſaid Earl and Lady *M.* by their Indenture of bargain and Sale, dated 9 *J.* 16 *Eliz.* and enrolled in her Majeſties Court, commonly called the Kings-Bench at *Weſtminſter*, have bargained, ſold, and conveyed, all their ſaid Reverſion and Remainder, and their whole Eſtate, of and in all and ſingular the Premiſſes to the ſaid *R. T.* and his Heirs for ever; As by the ſaid laſt recited Indenture may appear. **Now**, the ſaid *R. T.* for and in conſideration of the Sum of 533 *l.* 6 *s.* 8 *d.* of lawful &c. whereof &c. hath aliened, bargained and ſold, and by theſe preſents doth &c. unto the ſaid *J. L.* his Heirs and Aſſigns for ever, all thoſe the ſaid Remainder and Remainders, Reverſion and Reverſions, which late were to the ſaid Earl and Lady *M.* and the Heirs of the ſaid Lady *M.* and which he the ſaid *R.* now hath, of and in the ſaid 3*d.* part and Portion, of and in all the ſaid Site, Circuit, and Precinct of the ſaid late Monaſtery or Priory of *M.* with the Appurtenances, in the ſaid County of *L.* and of and in the 3*d.* part and portion of the Demeſn Lands, of the ſaid late diſſolved Monaſtery or Priory of *M.* and of and in the 3*d.* part of all the ſaid Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures and Hereditaments, of the ſaid yearly value of 8*l.* 12*s.* in *B. H. B.* and *M.* in the ſaid County of *L.* And alſo all the Right, Eſtate, Title, Intereſt, Reverſion, Remainder, Demand which he the ſaid *R. T.* hath, or ought to have, of, in, or to the ſaid bargained Site, Circuit, and Precinct, Demeſn-Lands, Tenements, Meſſuages, Hereditaments, and all and ſingular other the ſaid bargained Premiſſes with their Appurtenances, by force and virtue of the ſaid Indenture of Bargain and Sale aforeſaid, or otherwiſe: And all Deeds, Evidences, Charters, Writings, Rentals, Books of Survey, Court-Rolls, Terriers, and Mynuments whatſoever, only concerning the above bargained Premiſſes, or only any part thereof: As many of which ſaid Deeds &c. **To have and to hold**, all that the ſaid Remainder and Remainders, Reverſion and Reverſions of the ſaid 3*d.* part and portion of the ſaid Site, Circuit, and Precinct of the ſaid late Monaſtery or Priory of *M.* and all the Houſes, and all and ſingular other the Premiſſes, with their Appurtenances, above by theſe preſents, bargained and ſold unto the ſaid *J. L.* his Heirs and Aſſigns for ever to the only uſe,

Bargain &c.

Habend.

And, the ſaid *R. T.* covenanteth *&c.* in form *&c.* That the ſaid bargained Remainders or Reverſions of the ſaid 3*d.* part of all and ſingular the ſaid Premiſſes, and of all and every part thereof now be and at all times hereafter, ſhall be and continue clearly acquited, exonerated and diſcharged, or otherwiſe ſufficiently ſaved harmleſs by the ſaid *R.* his Heirs, Executors and Adminiſtrators, of and from all and ſingular Feoffments, Bargains, Sales, Gifts, Grants, Leaſes, Wills, Annuities, Rents, Charges, arrearages of Rents, Bonds, Statutes, Recognizances, Mortgages, Judgments, Executions, Joyntures, Dowers, Fines for Alienations, Amerciaments, Charges, Titles, and Incumbrances whatſoever made or done to be made or done by the ſaid *R. T.* (The chief Rents and Services from the deceaſe of the Lady *K.* now Dutcheſs of *S.* to be due to the chief Lords of the Fee or Fees of the Premiſſes, and any intruſion or other forfeiture, charge, or Incumbrance, for not ſuing of Licenſe of alienation heretofore had, made, or ſuffered only except and fore-priſed.) And further, the ſaid *R. T.* covenanteth, *&c.* That he the ſaid *R. T.* and *J.* his wife, and the Heirs of the ſame *R.* and all and every other perſon and perſons, which lawfully have or ſhall, or may claim to have any lawful Right, Title, Intereſt or Eſtate, of, in, or to the above bargained Premiſſes, or any part thereof, by or from the Eſtate, Intereſt or Right of the ſaid *R.* ſhall and will at all times during one year next coming, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J.* his Heirs or Aſſigns, do, make, knowledge, and ſuffer, and cauſe to be done, made, knowledged, and ſuffered, all and ſingular ſuch lawful and reaſonable act and acts thing and things, with warranty only againſt the ſaid *R. T.* and his Heirs, or otherwiſe without warranty; as by the the ſaid *J. L.* his Heirs, Aſſigns, or his or their Council Learned, ſhall be lawfully deviſed, or adviſed, of and for all the ſaid above bargained Remainder or Reverſion of all the ſaid 3*d.* part, of all and ſingular the above bargained Premiſſes, and every part thereof to be had and conveyed to the ſaid *J. L.* his Heirs and Aſſigns, for their own uſe for ever: So as the ſaid *R.* and *J.* for any ſuch aſſurance to be made or had, ſhall not be enforced or compelled to travel out of the City of *L.* And, it is covenanted, concluded, agreed and condeſcended by and between the parties to theſe preſents, and every of them. And, the ſaid *R. T.* for him his Heirs and Aſſigns, doth covenant, concluded, agree, and condeſcend by theſe preſents, That all and every Eſtate and Eſtates, Fines and Fines, Recovery and Recoveries, Conveyances and Aſſurances now had and made, or hereafter to be had or made of the ſaid bargained Premiſſes, or any part thereof, by the ſaid *R. T.* or his Heirs, ſhall for ever be, and be deemd, judged and taken to be, found for the only uſe and behoof of the ſaid *J. L.* and the Heirs and Aſſigns of the ſame *J. L.* for ever. And that all and every other Perſon and perſons that now is, or that hereafter ſhall be ſeiſed of and in the Premiſſes, or any part or parcel thereof, for and to the uſe of the ſaid *R. T.* ſhall from henceforth ſtand and be ſeiſed of the Reverſion and Reverſions, Remainder and Remainders of the ſame Premiſſes, and every part thereof, to the only uſes, intents, limitations and purpoſes mentioned and

Covenant to diſcharge Incumbrances.

Exception.

For further Aſſurance.

All Fines to be to the uſe of &c.

ſpecified, in theſe preſents, and to none other uſe or uſes, intent or purpoſe whatſoever. In Witneſs, &c.

A Bargain and Sale of an Annuity by him that hath the Grant thereof from another, under a Condition.

THis Indenture, &c. Between &c. Witneſſeth, That whereas *A. B.* of &c. hath granted to the ſaid *C. D.* one Annuity or yearly Rent of 10*l.* of &c. iſſuing out of all the Lands and Tenements of the ſaid *W.* in *E.* aforeſaid, or elſewhere in the County of *O.* yearly to be paid to the ſaid *A. B.* his Heirs and Aſſigns for ever, As by a pair of Indentures thereof made between the ſaid *W.* on the one part, and the ſaid *A.* on the other part, bearing date &c. more plainly and at large doth appear. In which Indenture there is a Proviſo and Condition contained: That if the ſaid *W.* his Heirs &c. do pay &c. to the ſaid *A.* his Executors &c. the ſum of 100*l.* of &c. at the end of 10 years mentioned in the ſame Indentures, That then and from thenceforth the ſaid Annuity and yearly Rent ſhall clearly ceaſe and be no longer paid: As by the tenor of the Proviſo and Condition aforeſaid, contained in the ſaid former Indentures, will alſo appear. Now, the ſaid *A. B.* for and in conſideration, &c. hath given, granted, aſſigned, and ſet over; and by theſe preſents doth give, grant, aſſign, and ſet over to the ſaid *C. D.* &c. the ſaid Annuity and yearly Rent of 10. pounds aforeſaid, and all the Eſtate, Right, Title, and Intereſt of the ſaid *A.* and his Heirs and Aſſigns in and to the ſame: And all Right, Title, Intereſt, Power, and Authority, to take Diſtreſs and Diſtreſſes thereof, and for any part thereof, as fully and freely as the ſaid *A.* might or could do. And alſo the ſaid ſum of 100*l.* and every part thereof, if it happen to be paid, and all the Right, Title, Claim, and Intereſt which the ſaid *A.* hath or may have in and to the ſame; And in and to every or any part thereof: To have, hold, perceive, receive, and enjoy the ſaid Annuity and every part thereof: And the ſad 100*l.* and every part thereof to the ſaid *A.* his Heirs and Aſſigns for ever, to the uſe, &c. In witneſſes, &c.

Proviſo.

Grant.

Habend.

An Indenture for the Sale of Swans,

THis Indenture made &c. Witneſſeth, That the ſaid *A. B.* for and in conſideration of the ſum of &c. Hath given, granted bargained and ſold: And by theſe preſents, &c. unto the ſaid *C. D.* his Heirs and Aſſigns for ever, all that my Game of Swans; that is to ſay, one Breeder, one Stag, and two Cignets, with all the Commodities, Profits, and Increaſe coming and growing of the ſame Game of Swans: The which

Game

Game be now ſwimming and being within the Kings River of *Thomas*, between *Windſor* and *Black-Wall*, or in any other Creeks and Streams belonging to the ſaid River of *Thames*, being marked with the mark in the *Margent. **And alſo**, The ſaid *A. B.* for the Conſiderations aforeſaid doth by theſe preſents fully and clearly give, &c. all and ſingular other his Game of Swans, Staggs and Cignets, which now are ſwimming, or which hereafter ſhall be found in the River of *Thames* or elſewhere, marked with the ſaid Mark. **To have and to hold** all the aforeſaid Game of Swans, with all the Premiſſes, coming, growing and increaſing of the ſame unto the ſaid *C. D.* his Executors and Aſſigns, to his and their own proper uſe, and as his and their own proper goods for ever. **In Witneſs**, &c.

An Indenture of Bargain and Sale of a Statute.

THis **Indenture made**, &c. between *E. H.* of, &c. on the one part, and *J. W.* and *D. T.* Gent. on the other part, **Witneſſeth**, That whereas *W. V.* of &c. and *J. S.* of, &c. by one Recognizance made according to the form of the Statute lately made and provided for the Recovery of Debts, bearing date, &c. the &c. taken, knowledged, and ſealed before *R. C.* Kt. *L. C.* Juſtice of *England*, ſtandeth bounden joyntly and ſeverally unto the ſaid *E. H.* in the Sum of &c. of &c. with condition thereunto made in a pair of Indentures of *Defeaſance* for the ſure payment unto the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, of the ſum of &c. of like mony at the ſeveral days limited in the *Defeaſance*: As by the ſame Recognizance and Indentures of *Defeaſance* more at large it appeareth. Which Sum of &c. or any part thereof was not paid, or tendred to be paid to the ſaid *E. H.* at the days of payment limited in the ſaid *Defeaſance*, but ſtill remaineth unpaid: By force whereof the Recognizance of &c. now ſtandeth forfeited, and is payable unto the ſaid *E. H.* **Now**, the ſaid *E. H.* for certain &c. him &c. Hath bargained, ſold, given, granted, aſſigned, and ſet over; and by theſe preſents doth fully and clearly &c. unto the ſaid *I. W.* and *D. T.* as well the Statute or Recognizance and Sum of &c. therein contained, and every parcel thereof, and the one part of the Indentures of Defeaſance, as alſo his Eſtate, Right, Title, Intereſt, and Demand of and in the ſame, and every part thereof: **To have, hold**, levy, recover, receive, perceive, and take and enjoy the ſame unto the ſaid *I. W.* and *D. T.* their Executors and Adminiſtrators, to their own uſe for ever, without Let, Claim, or Demand of the ſaid *E. H.* his Executors, Adminiſtrators, or Aſſigns, or any of them without any accompt or other thing thereof or therefore, or any part thereof or therefore, or any part thereof to him or them, or any of them in any wiſe to be had, made, yielded, or given. **And**, The ſaid *E. H.* for him, his Heirs, Executors and Adminiſtrators, covenanteth and granteth to and with the

Recital of the Statute.

Bargain, &c.

Covenants to ſuffer to ſue in ones name.

ſaid *I. W.* and *D. T.* their Executors, Adminſtrators, and Aſſigns, by theſe preſents, That the ſaid *E. H.* his Heirs, Executors, and Adminiſtrators, ſhall quietly permit and ſuffer the ſaid *I. W.* and *D. T.* their Heirs, Executors, and Adminiſtrators, in the name and names of the ſaid *E. H.* his Executors, or Adminiſtrators, to ſue for, recover, and receive of the above named *W. V.* and *J. S.* or either of them, or of the Heirs, Executors, or Adminiſtrators, Lands, Tenementss Goods or Chattels of them or any of them, the ſaid Sum of &c. ſpecified in the ſaid Recognizance by all ſuch lawful ways and means, as to the ſaid Attorneys, or their Learned Council ſha ll be thought meet: And, to compound, agree and conclude the ſame and every part thereof, And upon the Receipt of any Sum or Sums of Mony or upon any end, Compoſition or Agreement in this behalf had or taken, acquittances or other ſufficient Diſcharges for and in the name of the ſaid *E. H.* to make, ſeal, and deliver as his veſy Act and Deed. And, that the ſaid *E. H.* at any time heretofore hath not made any former Aſſignment, Aſſurance, Releaſe or Diſcharge of, for, touching, or concering the ſaid Recognizance and Sum of &c. therein contained, or any part thereof. No; that the ſaid *E. H.* his Heirs, Executors, or Adminiſtrators, ſhall not at any time hereafter acquit, releaſe, or diſcharge the ſaid Recognizance, or the force or effect thereof, without the ſpecial conſent and agreement of the ſaid *I. W.* and *D. T.* or either of them, their Executors, Adminiſtrators, or any of them, and that the whole benefit, profit, and Commodity, and Execution of the ſaid Recognizance, and ſuch all ſum and ſums of mony, coſts, charges and damages as ſhall happen hereafter to be had or gotten in any Action, Suit, Judgment, Extent, Remedy, or Execution (if any ſuch ſhall happen to be had or obtained) ſhall be and ſhall redound only and wholly to the ſaid *I. W.* and *D. T.* their Executors, Adminiſtrators, or Aſſigns, and to none other, without any Releaſe or Diſcharge, Diſcontinuance or other Act therefore or thereof, or of any part thereof, or of any Actions, Suits, Remedies, Demands, Extents, or Executions, or any of them, upon the ſaid Recognizance, or by any reaſon thereof in any wiſe hereafter to be had, taken, commenced or purſed by the ſaid *E. H.* his Executors, Adminiſtrators, or Aſſigns, or any of them in any wiſe made or to be made, yielded or given, and without any Accompt or other thing thereof or therefore, or of any part thereof to the ſaid *E. H.* his Executors, Adminiſtrators, or Aſſigns, or any of them in any wiſe to be made, yielded, or given, as is aforeſaid. And, the ſaid *E. H.* doth by theſe preſents aſſign, ordain, make, authorize and depute, and in his Place put and conſtitute the ſaid *I. W.* and *D. T.* his true and lawful Attorneys irrevocable, joyntly and ſeverally for him and in his name to do, execute, finiſh, and determine all and ſingular the Premiſſes, as is aforeſaid, without any revocation or Countermand by the ſaid *E. H.* his Executors, Adminiſtrators, or Aſſigns, in any caſe to be made, yielded or given. In Witneſs, &c.

To compound.

To ſeal Acquittances.

That he hath not diſcharged nor ſhall not diſcharge, without Licenſe.

To ſuffer one to recover the profit of a Recognizance to his own uſe.

A Letter of Attorney.

A Bargain and Sale by a Co-heirs Son and Heir, of his Purparty in certain Lands.

THis Indenture, &c. between *F. C.* &c. Son and Heir of *M.C.* one of the Daughters and Co-heirs of *R.T.* of *S.* in the County of *G.* Esq; deceaſed, on the one part, and *N. M.* of &c. on the other part, **Witneſſeth**, That the ſaid *F.C.* for and in conſideration of the ſum of 220*l.* of &c. whereof &c. hath given &c. and by theſe preſents doth give, grant bargain and ſell to the ſaid *N. M.* and his Heirs for ever, all that part and purparty of the ſaid *F.* of and in all and ſingular thoſe Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, ſituate, lying and being in *B.* in the County of *G.* now or late in the ſeveral Tenures of &c. *Bargain &c.* And alſo all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Courts, Perquiſites, of Courts, and Hereditaments whatſoever, and parts, and purparts, of all and every Meſſuages, &c. which the ſaid *F.C.* now lawfully hath, or ought to have, of any Eſtate whatſoever in *B.* aforeſaid, or elſewhere in the County of *C.* and the Reverſion, and Reverſions, Rents, Iſſues, and Profits of all and ſingular the Premiſſes: and all and ſingular Deeds, Evidences and Writings, only touching the Premiſſes, or only any part thereof: *Deeds.* As many of which ſaid Deeds &c. as the ſaid *F.C.* hath in his cuſtody; or that be in the cuſtody of any other, by his conſent or delivery, which he may get and come by without Suit in the Law, He the ſaid *E.* for him &c. Covenanteth &c. well and ſafely to deliver, or cauſe &c. to the ſaid *N.* his Heirs, Executors, or Adminiſtrators, at the now Manſion-houſe of &c. at or on this ſide &c. **To have and to hold** all and ſingular the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and *Habend.* all and ſingular other the Premiſſes, with their Appurtenances, to the ſaid *G.M.* his Heirs and Aſſigns for ever. **And**, the ſaid *F.C.* for him, his Heirs, Executors, and Adminiſtrators, and every of them Covenanteth &c. in form &c. that is to ſay, That he the ſaid *F. C.* now is, and ſtandeth lawfully ſole ſeiſed of a good and perfect, abſolute and rightful Eſtate in Fee-ſimple, or Fee-tail in poſſeſſion, or in Reverſion expectant upon the determination of Leaſe, or Leaſes for term of years of, and in the Meſſuages, Lands, Tenements and Hereditaments, or parts and purparts of Meſſuages, Lands Tenements, and Hereditaments, ſituate, lying and being in *B.* aforeſaid, in the ſaid County of *C.* or within three miles diſtance thereof in the ſame County, to the clear yearly value of 7 *l.* or thereabout as the ſame are now letten and demiſed. And he the ſaid *F.C.* and *M.* now his wife on this ſide the ſaid &c. ſhall in due form of Law, and according to the ordinary manner of Fines, knowledge and levy one Fine with proclamation according to due form and courſe of Law in the ſaid County of *C.* unto the ſaid *N.M.* and his Heirs, of all and ſingular the Meſſuages, Lands, Tenements, Reverſions

Covenants that the Bargainor is ſeiſed in Fee-ſimple or Fee-tail.

To levy a Fine

and Hereditaments aforesaid, or of all their part and purpart of the same, as shall be requisite and agreeable to their estate, with such, and so many terms, and words of course, as shall be sufficient to convey in the same Fine, all the Premisses; and the same to pass with warranty against all men. **And also**, that all and singular the above bargained Premisses now are and from henceforth shall stand, and continue, clearly and freely acquitted and discharged, or otherwise from time to time, at all times sufficiently saved harmless, by the said *F.* &c. of and from all and singular former Bargains, Sales, Grants, Leases, Recognizance, Statutes, Joyntures, Dowers, Rents, Arrearages of Rents, Fines, Amerciaments, Estates, Titles, Charges and Incumbrances whatsoever, the Rents and Services hereafter to be due to be paid and done, for the Premisses to the chief Lord and Lords of the Fee thereof; and all Leases for term of years, made only of the Moiety, or one half of the said Bargains, Premisses, or not of any more then one Moiety thereof, and not exceeding 20 years now next to come only except and fore-prised. **And further**, that the above bargained Premisses are, and shall, or lawfully for ever may be, and continue to the said *N. M.* his Heirs and Assigns, of the said clear yearly Rent and value of 7*l.* over and above all yearly charges and reprises. **And moreover**, That the said *F. C.* and his Heirs from time to time at all times, during the space of 7 years next ensuing at and upon every reasonable requeſt, and at the costs and charges in the Law, only of the said *N. M.* his Heirs, Executors or Assigns, shall, and will, do, make, knowledge suffer and Execute, and cause &c. all and singular such lawful and reasonable act and acts, thing and things in the Law for the further Assurance, Conveyance, Surety, and sure making of all and singular the above bargained Premisses to be conveyed and made sure to the said *N. M.* his Heirs or Assigns, for ever to the only use &c. as by the said *N. M.* his Heirs or Assigns, or by his or their Council learned in the Laws of this Realm shall be reasonably and lawfully devised or advised. **And**, that all Assurances, and Conveyances whatsoever had, made, or suffered, or to be had, made, or suffered by the said *F. C.* and *M.* his wife, or either of them, his, her, or their Heirs or Assigns, to the said *N. M.* his Heirs or Assigns, or to any other person or persons, shall be and endure to the only use and behoof of the said *N. M.* his Heirs and Assigns for ever, and to none other use, intent or purpose. **And also**, that the said *N. M.* his Heirs and Assigns, shall or may from henceforth have and hold all and singular the above bargained Premisses, and lawfully and quietly have, take, perceive, receive, and enjoy all the Rent, Issues and Profits thereof for ever, without any Let, Trouble, or Impediment of the said *F. C.* or his Heirs, and without any lawful Let Trouble, or Impediment or Eviction of any person or persons, having or which shall have, or claim to have any Estate, Right, Title, or Interest, in, or to the Premisses, or any part thereof, by or from the said *F. C.* or *R. T.* or any of his or their Ancestors whatsoever. **And**, the said *N. M.* Covenanteth &c. That the said *N.* or his Executors, upon reasonable requeſt shall and will pay and allow to the said *F. C.* all such ordinary charges as the same *F.* shall necessarily

To discharge of Incumbrances.

Exceptions.

The yearly value.

For further Assurance.

To have the use.

For quiet enjoyment.

neceſſarily expend and lay out for the knowledging and paſſing of the ſaid Fine, ſo by the ſaid *F.* and his Wife to be knowledged as aboveſaid. **In Witneſs**, &c. *The Vendee to pay the Charge of paſſing the Fine.*

Bargain and Sale of a Rent-charge, wherein the Vendor (having formerly granted 30 l. per an. part of the ſaid Rent to one K. H. for life) Conveys a Mannor to the Vendee for the life of the ſaid K. H. the Vendee, being to make the Vendor a Leaſe of the ſame Mannor during the life of K. H. at 30 l. rent.

THis Indenture &c. between *E. P.* Lord *M.* on the one part, and *J. L.* &c. on the other part, **Witneſſeth**, That whereas the ſaid Lord *M.* is ſeiſed in Fee-ſimple or Fee-tail, of one Rent-charge of 50 Marks by the year, iſſuing and coming and to be received and taken out of the Mannor of *S.* and divers other Meſſuages, Lands, and Tenements, in *S.* in the County of *B.* payable at the Feaſts of St. *M.* and *E.* by even portions, and of one Rent of 100 *s.* *Nomine pœnæ*, to be paid as often as the ſaid rent of 50 Marks in part or in all, ſhall be unpaid by the ſpace of 4 months next after any day of payment of the ſame, likewiſe iſſuing and coming, & to be received and taken out of the ſaid Mannor and other the Meſſuages, Lands and Tenements, in *S.* aforeſaid, with authority and power to diſtrain for the ſaid rents and the arrearages of the ſaid rent of 100 *s.* in the ſaid Mannor, Meſſuages, Lands and Tenements, and being alſo ſeiſed in Fee-ſimple, of the Mannor of *J.* in the County of *H.* with the Appurtenances. **Now**, the ſaid *E. P.* Lord *M.* for and in conſideration of the ſum of 400 *l.* &c. whereof &c. Hath bargained and ſold, given and granted, and by theſe preſents, doth fully, clearly and abſolutely bargain, ſell, give and grant unto the ſaid *J. L.* all that the ſaid Mannor of *J.* and all Meſſuages, Lands, Tenements, Rents, Reverſions, Services and other Hereditaments, with all and ſingular their Appurtenances, parcel of or belonging unto the ſaid Mannor, reputed, accepted, or taken, as part, parcel, or member of the ſame, ſituate, lying and being, coming, growing and renewing, in the ſaid County of *H.* or elſewhere. And all that the ſaid Rent-charge of 50 Marks, iſſuing and coming out of the ſaid Mannor of *S.* and other the Lands and Tenements in *S.* aforeſaid. And alſo all that the ſaid Rent of 100 *s.* *Nomine pœnæ*, for non-payment of the ſaid yearly Rent of 50 Marks to be received and taken out of the ſaid Mannor, and other the Meſſuages, Lands, Tenements in *S.* as aforeſaid. And all other Rents, Duties, and Profits, Advantages, Rights, Actions, Suits, Duties, Commodities and Demands, that the ſaid Lord *M.* hath or ought to have, of, or in the ſaid Mannor of *S.* Meſſuages, Lands, and Tenements or iſſuing or coming out of the ſaid Mannor, Meſſuages, Lands, and Tenements in *S.* with all and ſingular their Appurtenances, or any part thereof. **To have and to hold**, perceive, levy, take, and enjoy all and ſingular the ſaid Rent of 50 Marks yearly, and the Rent of 100 *s.* *Nomine pœnæ*: and all other Rents, Duties, Profits, Advantages, Commodities, and Premiſſes

Note the Counſel thought beſt not to recite the ſaid Deed. for that it might be loſt and ſo the purchaſor ſhould be in peril to loſe this Rent-charge.

Note alſo that this Annuity might be claimed by preſcription, for that the Lord M. and his Anceſtors had been ſeiſed of it a 100 years.

Habend.

misses out of *S.* as is aforesaid, before bargained and sold, or mentioned &c. by these presents, to the said *J. L.* his Heirs and Assigns for ever, to the only use and behoof of the said *J. L.* his Heirs and Assigns for ever. And *To have, and to hold*, the said Mannor of *J.* Lands, Tenements and other the Premisses thereunto belonging, or reputed, accepted or taken, as part, parcel or member of the same, with their Appurtenance, unto the said *J. L.* and his Heirs, for and during the natural life of one *K. H.* **And**, the said *E.* Lord *M.* for the consideration aforesaid, hath also bargained, sold, given, and granted; And by these presents &c. unto the said *J. L.* all the Deeds &c. concerning the said * Rents, Profits, &c. in *S.* aforesaid, or any of them, all which or as many &c. [A Covenant that the Lord *M.* is lawfully seised in Fee-simple, of the Manor of *J.* and in Fee-simple, or Fee-tail, of the Rent-charge and 5 *l. Nomine pœnæ*, without any Reversion or Remainder in the Queen;] And hath full power to convey the same to *J. L.* as aforesaid, and that the said Rent-charge is of a clear yearly value of 50 Marks of &c. over and above all Charges, Deductions, and Reprises: And of the same clear yearly value shall or may continue to the said *J.* his Heirs and Assigns for ever. And also that the said Mannor of *J.* and other the Premisses thereunto belonging, be, and shall be or may continue to the said *J.* his Heirs and Assigns, for the term of the life of the said *K. H.* according to the tenor and true meaning of these presents, of the clear yearly value of 20 *l.* of *&c.* over and above all Charges and Reprises. **And also**, the said *E.* Lord *M.* covenanteth with said *J. L.* *&c.* That as well the said *J. L.* his Heirs, Executors, and Assigns, in respect of the Premisses, as also the said Mannor of *J.* shall or may from henceforth continue, remain and be unto the said *J. L.* his Heirs and Assigns for and during the life of the said *K.* and also the said Rent and Penalty shall or may be and contiue to the said *J. L.* his Heirs and Assigns, fully and clearly *&c.* or otherwise saved harmless of and from *&c.* had, made, done, or committed by the said Lord *M.* or by any other person or persons, at or before the ensealing of these presents (one grant of 30 *l. per annum*, made of part of the said Rent of 50 Marks to the said *K.* holden for the term of her life, and the chief Rents and Services of the said Mannor of *J.* to the chief Lord of the Fee thereof, and all Leases for the term of years, or lives and Copy-hold Estates heretofore made, whereupon the old and accustomed rent, or more, is reserved, or shall be payable yearly, during the said Leases and Estates to the said *J. L.* his Heirs and Assigns. And all and singular such Charges and Incumbrances, by all which the said Mannor of *J.* shall not be made of less value than of 40 *l.* by the year, only excepted and forepriſed.) **And further**, the said *E.* Lord *M.* covenanteth *&c.* That he the said Lord *M.* and his Heirs, and the right honourable Lady *E.* now his wife, and all and every other person or persons, having, or that hereafter shall or may lawfully have, or claim any Estate or Interest in the said Rents and other the Premisses, out of *S.* aforesaid, or any part thereof, other than the said *K. H.* for her said rent or sum of 30 *l.* during the term of her natuarl life, at the reasonable request costs and charges in the Law *&c.* [**A Covenant for further assurance.**]

And

* *The Mannor is assured in consideration that K. H. hath assurance of 30 l. a year out of the said Rent charge of 50. Marks, that out of this Mannor Mr. L. might have 20 l. a year in lieu thereof, the which he receiveth upon a Leaſt that the Lord M. taketh of this Mannor from Mr. L.*

Except.

This genral Exception was part in respect of Fees and Pensions, and such other petty charges as are paid to Officers.

And, the ſaid Lord *M.* doth further covenant &c. That he the ſaid Lord *M.* and the ſaid honourable Lady now his wife, ſhall for more aſſurance &c. [**A Covenant for levying a Fine to the ſaid J. L. both for the Mannor of J. and the Rent-charge of** 50 **Marks and** 5*l.* Nomine pœnæ.] And it is agreed and granted between the ſaid Lord *M.* and *J. L.* for them their Heirs and Aſſigns, That the ſaid Fines ſo to be levied as aforeſaid from and after the ingroſſing thereof, ſhall be to the only uſe hereafter expreſſed: And that the ſaid *J. L.* his Heirs and Aſſigns and all and ſingular other perſons, and their Heirs and Aſſigns, ſhall ſtand and be ſeiſed of and in all the ſaid Premiſſes, to the ſame uſes: That is to ſay, of and for the ſaid Rents and other the Premiſſes, out of *S.* to the only uſe and behoof of the ſaid *I. L.* and of his Heirs and Aſſigns for ever: And of and for the ſaid Mannor of *I.* with the Appurtenances, to the uſe of the ſaid *I. L.* and of his Heirs and Aſſigns, for and during the term of the natural life of the ſaid *K. H.* and after her deceaſe to the only uſe and behoof of the ſaid Lord *M.* and of his Heirs and Aſſigns for ever: **In Witneſs**, &c.

All Fines to be to the uſe of &c.

A Bargain and Sale of a Reverſion or Remainder in Land well paſſed.

This Indenture *&c.* between *E.R. &c.* Son and Heir of *P.R.* deceaſed, late Wife of *J. R.* Eſq; Father of the ſaid *E.* and Daughter and Heir of *R.W. &c.* deceaſed on the one part, and *R. S. &c.* and *I. L. &c.* on the other part, **Witneſſeth**, That whereas the ſaid *R. S.* and *A.* his wife, ſometimes the wife of the ſaid *R. W.* are now lawfully ſeiſed, in their Demeſn as of Free-hold, as in the right of the ſaid *A.* for and during the natural life of the ſame *A.* of and in the Mannor of *B. &c.* with the Appurtenances, and of and in all and ſingular Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Under-woods, Rents, Services, Profits, and Hereditaments, with their Appurtenances, to the ſaid Mannor belonging or appertaining, or accepted *&c.* ſituate, lying and being *&c.* And of and in all that Meſſuage or Tenement *&c.* And alſo of and in one piece of Meadow *&c.* the Reverſion or Remainder, Reverſions, or Remainders, of all and ſingular the Premiſſes, with the Appurtenances, and of every part and parcel thereof now lawfully is, or are to the ſaid *E. R.* and his Heirs belongnig. The ſaid *E. R.* for and in conſideration of the ſum of *&c.* whereof *&c.* Hath aliened, granted, bargained, and ſold, and by theſe preſents, doth clearly, and abſolutely grant, alien *&c.* unto the ſaid *R. S.* and *I. L.* their Heirs and Aſſigns for ever, the fore ſaid Mannor, Meſſuages, and piece of Meadow, and alſo all and ſingular other the Premiſſes, with the Appurtenances. **And moreover**, all that the Mannor of *B.* &c. with all the Rights, Members and Appurtenances thereof; And all thoſe 16 acres &c. and all and ſingular Meſſuages, Houſes, Edifices, Tofts, Cottages, Mills, Lands, Tenements, Meadows, Feedings, Paſtures, Rents, Reverſions, Services,

Recital of the eſtate for life of the preſent poſſeſſors.

The Bargain.

Services, Rent-charge, Rent-seck, Rents reserved upon whatsoever Demises or Grants, Annuities, Annual Rents, Farms, Fee Farms, Waters, Piscaries, Fishings, Woods, under-Woods, Firrs, Heaths, Moors, Marshes, Cmomons, Ways, void Grounds, Court-Leets, Perquisites and Profits of Courts and Leets, Views of Frankpledge, and all things to Court-Leets and Views of Frankpledge belonging or hereafter belonging, Bond-men, and Bond-women, and Villains, with their Sequels, Knights fees, Wards, Marriages, Escheats, Reliefs Heriots, Goods and Chattels, Ways, Profits, Commodities, Emoluments and Hereditaments whatsoever, with all and singular their Appurtenances, situate, lying or being in the Towns, Fields, or Hamlets, of &c. to the said Mannor of *B.* belonging or appertaining, or as Members, parts and parcels of the same Mannor being had, known, accepted, used, reputed, demised, or letten, and the Reversion and Reversions, Remainder and Remainders of the aforesaid Mannor *&c.* and all and singular other the premisses with their Appurtenances, and all and singular other the Mannors, Messuages, Lands, Tenements, Reversions, Remainders, Rents, Services and Hereditaments whatsoever, which the said *E.* hath or ought to have or at any time heretofore, had with in the said County of *K.* and also all the Right, Title, Interest, Reversion, Remainder and Demand whatsoever which the said *E.* hath or ought to have, or at any time heretfore had, of, in, or to the said Mannor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premisses, with all and singular their Appurtenances, and all and singular Letters Patents, Deeds, Evidences, Charters, Wills, Writings, Court-Rolls, Terriors and Mynuments whatsoever touching or concerning the Premisses, with the Appurtenances or any part thereof, so many whereof as now be in Possession or Custody of the said *E.* and which he may lawfully come by without Suit in the Law, the said *E.* for him *&c.* covenanteth *&c.* to deliver or cause *&c.* to *&c.* before the Feast *&c.* unhurt, uncancelled and undefaced, **To have, hold** and enjoy, the aforesaid Mannor of *B. &c.* and all and singular the aforesaid Messuage *&c.* unto the said *R. S.* and *I. L.* their Heirs and Assigns, to the only use and behoof of the said *R.* and *I.* and of their Heirs and Assigns for ever. **And**, the said *E. R.* for him, his Heirs, Executors, Administrators, and every of them, Covenanteth *&c.* to, and with, the said *R.* and *I.* and either of them, and the Heirs, Executors, and Administrators, and Assigns, of them, and of either of them by these presents; That all and singular the Premisses, with all and singular the Appurtenances and every part and parcel thereof now be, and at all times hereafter, and from time to time shall be and continue unto the said *R.* and *I.* their Heirs and Assigns, clearly acquitted, exonerated and discharged, or well and sufficiently saved harmless by the said *R.* his Heirs, Executors, or Administrators, of, and from all and singular Feoffments, Bargains, Sales, Gifts, Grants, Leases, Wills, Annuities, Rent-charges, Arrearages of Rent, Bonds, Statutes, Recognizances, Mortgages, Judgments Executions, Titles, Charges, and Incumbrances, whatsoever, had, made, done, or agreed unto by the said *E. R.* his Mother, and the said *I. R.* his Father, or any of them, or by the means, assent, consent, or

Writings.

Habend.

Covenant for discharge of Incumbrances.

or procurement of the, or any of them, or hereafter to be made, done, or agreed unto by the ſaid *E.* (the chief Rents and Services, from henceforth to grow due for the Premiſſes to the chief Lord or Lords of the Fee or Fees thereof, and the ſaid Eſtate, and intereſt of the ſaid *R. C.* and *A.* for and during the term of the natural life of the ſaid *A.* only Except and ſoepriſed) **And**, the ſaid *E.* futher Covenanteth, &c. That he the ſaid *E.* and *M.* now his wife, and either of them; and the Heirs of the ſaid *E. R.* and the ſaid *J. R.* and all and ſingular perſon or perſons whatſoever, which have or ſhall, or may lawfully claim to have any lawful Right, Title, Intereſt or Eſtate, of, in, or to, all and ſingular the Premiſſes, or any part thereof, by, from, or under the Eſtate, intereſt, or right of the ſaid *E. R. P. R.* and *J. R.* or any of them, ſhall and will at all times, and from &c. during 3 years next enſuing the date of theſe preſents upon reaſonable requeſt and coſts & charges in the Law of the ſaid *R.* &c. do, make, knowledge &c. and cauſe all and ſingular ſuch lawful and reaſonab'e act and acts, thing and things, with warranty only againſt the ſaid *E. R.* and *P. R. J. R.* and every of them their Heirs and Aſſigns, and the Heirs and Aſſigns of every of them or otherwiſe without warranty, be it by Fine, Feoffment, &c, for the aſſurance, conveying and ſure making of all and ſingular the Premiſſes, with the Appurtenances, and every part thereof unto the ſaid &c. to the uſe of the ſaid &c. according to the intent of theſe preſents, as by the ſaid &c. or his or their Council learned ſhall be lawfully and reaſonably deviſed or adviſed. **And**, it is covenanted, concluded and agreed by, and between the ſaid parties to theſe Preſents, And every of them, for his Heirs and Aſſigns, doth Covenant, Conclude, and Agree by theſe preſents. That all and every Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances now had and made, or hereafter to be had or made of all and ſingular the Premiſſes, or any part thereof by the ſaid *E. R.* and *M.* his wife, and the ſaid *J. R.* or any of them, or by the Heirs of &c. other than the Eſtate of the ſaid *R. S.* and *A.* for the term of the life of the ſaid *A.* ſhall for ever be and be deemed, judged and taken to be, and by theſe preſents is and are expreſſed, limited and declared to be intended and mentioned to be, to and for the only uſe and behoof of the ſaid *R. S.* and *J. L* and of their Heirs and Aſſigns for ever. And that all and every perſon and perſons that now is, or are, or that hereafter ſhall be ſeiſed of and in the Premiſſes, with the Appurtenances, or any part thereof by force or means of any of the ſame Eſtate, Fines, Recoveries, Conveyances or Aſſurances, (except before excepted) ſhall from henceforth ſtand and be ſeiſed of all and ſingular the Premiſſes, with the Appurtenances, of every part and parcel thereof, to the only uſe and behoof of the ſaid *R.* and *J.* their heirs and Aſſigns for ever; and to none other uſe or uſes, Intent or Purpoſe whatſoever. **And moreover**, the ſaid *E. R.* covenanteth, &c. That he the ſaid *E.* at the time of the Enſealing and Delivery of theſe preſents, is lawfully & perfectly ſeiſed of, and in, the immediate Reverſion or Remainder of the ſaid Mannor, *&c.* immediately Expectant and Dependant upon the ſaid Eſtate of term of the natural Life of the ſaid *A.* of a good, perfect abſolute

Exception of the chief Rents and the Eſtate for life.

For further Aſſurance.

Agreement, that all aſſurances ſhall be to the uſe of the Vendees.

Seiſed of the immediate Reverſion and in Fee, &c.

absolute lawful and indefeisable Estate in Fee-simple to the only Use of the said *E.* and of his Heirs and Assigns for ever, without any Reversion or Remainder thereof, or of any part thereof being in our said Sovereign Lord the King, his Heirs or Successors, and that the said Reversion or Remainder of all and singular the Premisses, with the Appurtenances, and of every part thereof, by, and after the decease of the said *P. R.* did lawfully and rightfully descend and come to the said *E.* as Son and next Heir to the said *P. R.* by right of Inheritance according to the Laws of this Realm. *Authority to sell, &c.* **And** that he the said *E.* hath good, lawful, and rightful Title and absolute and perfect Power and Authority to Grant and alien, bargain, sell, convey and assure all the said Reversion or Reversions, Remainder or Remainders of all and singular the premisses, with all and singular the Appurtenances, in manner and form aforesaid, unto the said &c. their Heirs or Assigns, to the only use, &c. according to the tenor and true meaning of these presents. **In Witness**, &c.

A Bargain and Sale of Land, upon Condition for payment of a sum of Mony.

This Indenture, &c. between *J. J.* &c. on the one part, and *G. J.* &c. on the other part; **Witnesseth**, That the said *J. J.* for and in consideration of the payment of the several sums of money hereunder mentioned according to the tenor and purport of these presents to be paid; Hath granted, bargained and sold, &c. unto the said *G.* his Heirs and Assigns, under the condition hereafter in these presents specified, all that his Water-Mill, &c. **To have**, &c. unto the said *J.* his Heirs and Assigns for ever, to the only use of, &c. upon, and under the condition following, and not otherwise; that is to say, That he the said *G.* his Heirs Executors, Administrators or Assigns, shall pay &c. the sum of *&c.* in form, *&c. viz.* on the last day *&c.* **Provided always**, and it is agreed between the said parties to the present for themselves, Their Heirs and Assigns, and every of them by these Indentures, That if default shall be made of, or in payment of the said 50*l.* or any part thereof, contrary to the form in these presents above limited, that then and at all times, from and after any such default made of the said sum of 50*l.* or any part thereof; These presents Indentures, and the Grant, Bargain and Sale thereby made of all and singular the Premisses, and also the Inrollment and Record thereof, shall be utterly void and frustrate, and that then and at all times from thenceforth, it shall and may be lawful to and for the said *J. J.* his Heirs and Assigns, into the said *&c.* to re-enter, and the same to have again as in the former Estate of the said *J.* and that then all and every person and persons that now be, or that then shall be seised of the said *&c.* shall thereof and of every part and parcel thereof stand and be seised to the only use of the said *J.* his Heirs and Assigns for ever, and to none other use intent or purpose whatsoever: **This Indenture**, *&c.*

Bargain &c.

Habend.

Proviso if the Vendee make default the Bargain and Sale to be void and the Vendor to re-enter.

to

to the contrary, &c. **And**, the ſaid *J. J.* doth Covenant, &c. in form &c. That he the ſaid *J.* his Heirs, Executors, or Adminiſtrators, ſhall and will from time to time, and at all times, from and after payment made of the ſaid ſum of 50*l.* according to the purport and true meaning of theſe preſents at his and their own coſts and charges, diſcharge or ſufficiently ſave & keep harmleſs as well the ſaid *G.* his Heirs, Executors, and Adminiſtrators, and every of them, as the ſaid Mill, &c. and of and from all and ſingular former bargains, &c. heretofore had, made, done or committed, or hereafter to be had, made, done or committed by the ſaid *J.* or any other perſon or perſons by or through his Means, Title, or procurement in any wiſe. **And furthermore**, That at all times, and from time to time during the ſpace of one whole year next after ſuch full payment made of the ſaid ſum of 50*l.* ſo made to the ſaid *J.* &c. by the ſaid *J.* and *J.* his wife, and the Heirs of the ſaid *J.* and all and every other perſon and perſons which ſhall lawfully have or claim any thing of, in, or to the Premiſſes, or any part thereof by, from, or under the ſaid *J.* or by or under his Eſtate, Right or Intereſt, upon reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *G.* and of his Heirs and Aſſigns; ſhall and will do, knowledge, and ſuffer to be done, within the Cities of *L.* and *W.* all and every ſuch further and reaſonable Act and Acts, Thing and Things, with warranty only gainſt the ſaid *J.* &c. and his Heirs, as ſhall be lawfully and reaſonably deviſed or adviſed by the ſaid *G.* &c. for the conveying and aſſuring, and for the ſure making of all and ſingular the Premiſſes to be had and made ſure to the ſaid *G.* his Heirs and Aſſigns for ever, without any condition. **And further**, That he the ſaid *I.* his Heirs, Executors, or Adminiſtrators, upon every payment made of the ſeveral payments aforeſaid, ſhall and will make or cauſe to be made and delivered as his or their Deed to the perſon or perſons that ſhall make any ſuch payment, on ſufficient Deed of acquittance, teſtifying the payment and Receipt of every ſuch ſum of mony ſo then paid. **In Witneſs**, &c.

Diſcharge of Incumbrances

For further Aſſurance.

The Vendor to give an Acquittance for what mony he receives.

A Bargain and Sale of Goods, with Condition for Redemption

THis **Indentnre**, &c. between &c. **Witneſſeth**, That the ſaid *I. G.* for and in conſideration of the ſum of 40*l.* of, &c. the receipt, &c. Hath bargained, ſold, given and granted, and by theſe Preſents doth bargain, ſell, give and grant unto the ſaid *J. H.* one ſilver Tankard, &c. All which Plate afore-mentioned the ſaid *J. G.* hath, at and before the enſealing hereof, delivered into the hands and poſſeſſion of the ſaid *J. H.* **To have and to hold** the ſaid ſilver Tankard, and all other the Goods and Chattels whatſoever, above by theſe Preſents bargained and ſold, given and granted, or mentioned, or intended to be by theſe preſents bargained and ſold, given and granted, and every part thereof unto the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe for ever, freely as his and thereir own proper goods. **And**, the ſaid

Habend.

Poſſeſſion given. ſaid *J. G.* hath put the ſaid *J. H.* in full Poſſeſſion of all the Premiſſes, by delivery of the ſaid ſilver Tankard, parcel of the Premiſſes, in name of a full poſſeſſion of all the reſidue of the Premiſſes, Goods and Chattels whatſoever. **Provided always**, and upon this Condition following, *viz.* That if the ſaid *J. G.* his Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the ſaid *J. H.* or to his certain Attorney, his Executors, Adminiſtrators or Aſſigns, at or in the now dwelling-houſe of the ſaid *J. H.* ſituate in *C.* aforeſaid, the Sum of 40 *l.* of lawful mony of *E.* in manner and form following; *viz. &c.* That then this Indenture to be void: But if default be had or made in payment of the ſaid 40 *l.* in part or in all, contray to the manner and form aforeſaid, That then this preſent Indenture to ſtand in full force and effect. **And**, the ſaid *J. G.* for him his Heirs, Executors, and Adminiſtrators, doth covenant and grant to, and with the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, as followeth, *viz.* That in caſe the ſaid *J. G.* his Executors or Adminiſtrators, ſhall make default in payment of the ſaid 40 *l.* or any part thereof, contrary to the manner and form in the Condition before in theſe preſents contained; Then the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may for the conſideration aforeſaid, peaceably and quietly have, hold and enjoy, to his and their own proper uſe for ever, the ſaid ſilver Salt, &c. and all the Premiſſes above by theſe preſents bargained, ſold, and granted, or mentioned, or intended to be, &c. and every part and parcel therof, with all and ſingular the Appurtenances, without any lawful Let, Trouble, Expulſion, Eviction, Moleſtation, or Denial of the ſaid *J. G.* his Executors, or Adminiſtrators, or of any other perſon or perſons whatſoever. **And alſo**, That he the ſaid *J. G.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 40 *l.* &c. in manner and form as aforeſaid, according to the true meaning of theſe preſents. **And**, The ſaid *J. H.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid *J. G.* his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, that he the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will immediately after the receipt of the ſaid 40 *l.* according to the true meaning of the Condition aforeſaid, upon reaſonable requeſt well and truly redeliver, or cauſe to be delivered unto the ſaid *J. G.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſilver Salt, &c. Which Plate, the ſaid *J. H.* received of the ſaid *J. G.* at and before the enſealing hereof as aforeſaid, in as good caſe as the ſame and every of them now are. **In Witneſs**, &c.

Proviſo.

For quiet enjoyment, in caſe of non-payment.

For payment of Mony according to the Proviſo.

For redelivery in caſe of payment.

Another

Another with Goods, &c. with some difference in the form.

TO all to whom these presents shall come, &c. *A B.* &c. Greeting. **Know ye**, That I the said *A.B.* being in perfect understanding and in good memory, without Fraud, Deceit, or Guile, for divers good and reasonable causes and considerations, me hereunto specially moving, have given and granted, and by this my present Writing have confirmed unto *C.D.* Widow, late wife of *T.D.* all and singular such Goods, Things, Implements, and Moveables, being in or about the dwelling house of me the said *A.B.* in the Parish of &c. contained and specified in a certain Schedule, subscribed by the proper hand of me the said *A.B.* **To have and to hold** the said Goods, &c. as her proper Goods, &c. for ever, freely, quietly, peaceably, and entirely, without any contradiction, claim, disturbance, or hindrance of any person whatsoever; and without any account to me, or any other whomsoever, to be made, answered, or hereafter to be rendred: so that neither I the said *A.B.* nor any other for me, or in my name, and any Right, Title, Interest or demand, of or for the said Goods, Implements, Things, and Moveables, or any part or parcel thereof, ought to exact, challenge, claim, or demand at any time hereafter; But from all Action, Right, Estate, Title, Claim Demand, Possession, and Interest thereof shall be wholly barred and excluded by force of these presents. **And**, I the said *A.B.* my Heirs, Executors, and Administrators, all and singular the Goods, Things, Implements, and Moveables aforesaid, to the said *C.D.* her Executors, and Administrators, against all people will warrant, and for ever defend by these presents; Of which Goods, Things, Implements, and Moveables, I the aforesaid *A.B.* have put the said *C.D.* in full and peaceable possession, by giving and delivering of one penny of lawful English money which I gave and delivered at the ensealing and delivery of these presents. **In witness**, &c.

Warranty.

Giving possession.

A Bill of Sale of Goods for payment of Debts.

TO all to whom these presents shall come, *T.H.* of &c. sendeth greeting; Whereas I the said *T.H.* am indebted unto divers and sundry persons in divers great Sums of Money: **And**, Whereas *P.L.* of &c. and *H.D.* of &c. have heretofore at my request entred into security for and with me the said *T.H.* and for my only debts due unto divers persons, as well for payment of money as otherwise, whereof they are not as yet secured, discharged, nor freed. **And**, Whereas I the said *T.H.* am fully minded and determined as well hereby to secure and save harmless the said *P.L.* and *H.D.* of and for all and every such Sums and Securities, as they or either of them stand charged or chargeable withall, for or with me the said *T.H.* **And** likewise that they the said *P.L.* and *H.D.* shall and may duly and truly with the residue of the Goods, Chattels, and Cattel to them herein or hereby given, granted and confirmed, or meant and mentioned to be herein or hereby given, granted, or confirmed, satisfie and pay all such Debts and Sums of money, as I am any way indebted or do owe unto any

Bargain, &c. person or persons whatsoever. **Now know ye,** That I the said *T.H.* for and upon the consideration afore specified, have given, granted, and confirmed; and by these presents, do give, grant, and confirm unto the said *P.L.* and *H.D.* all and singular my Goods, Chattel, and Chattels whatsoever, as well real as personal, Money, Plate, Jewels, Houshold-stuff, and Implements of Houshold, Leases, and term or terms of years whatsoever, of what Name, Nature, Quality, or Condition soever the same be, and in whose hands, custody, or possession soever the same be, or shall or may be found as well in the several Counties of *S.D.* and *R.* or elsewhere, within the Realm of *England*; **To have and to hold** the same unto the said *P.L.* and *H.D.* and their Assigns for ever, to and for the proper use and behoof of the said *P.L.* and *H.D.* and their Assigns, and to no other Use, Intent, or Purpose whatsoever: Of which said Goods, Chattels, and Premisses, I the said *T.H.* have put the said *P.L.* and *H.D.* in full and peaceable possession, by the delivery to them of one piece of Silver, at the time of the Sealing and Delivery of these presents, **In Witness,** *&c.*

Habend.

Of Goods and Chattels to a Mans Son.

To all, to whom &c. *R.V.* of &c. Greeting: **Know ye,** That I the said *R.V.* as well for and in consideration of divers Charges, Expences, and Costs, which *R.V.* my Son hath had, sustained, and been at, in the Sustentation and Maintenance of me the said *R.* and *M.* my Wife, and of my House and Family; As also for divers other good causes and considerations me thereunto specially moving, **Have given** and granted, and do give, grant, and confirm to the said *R.V.* my Son, all and singular my Goods and Chattels, Moveable and moveables, as well living as dead, of what kind or sort soever the same be, or wheresoever they are, or in whose hands soever the same Goods or Chattels now are, or hereafter may be found. **And** all manner of Terms and Estates which I have in any Lands, Tenements, Possessions or Hereditaments to me before this time, by any person or persons demised, set, or to Farm let, for term of life or years in *L.* aforesaid, and elsewhere, in the said County of *C.* **And also,** I have given and granted to the said *R.V.* my Son, all and singular Debts and Sums of Money whatsoever, which any person or persons at the day of the making of these presents, doth, or do owe unto me by force of any writing Obligatory, Covenant, Bargain, Sale, Contract, or otherwise, for any cause whatsoever: **To have, hold,** use, and enjoy all and singular the aforesaid Goods and Chattels, Estates, Terms, and Debts, and all other the Premisses whatsoever unto the said *R.V.* my Son, his Executors and Assigns, to the only Use, Benefit, and Behoof of the said *R.V.* and his Assigns for ever: **In Witness,** &c. *Indorsed.*

Habend.

Sealed and delivered the day and year within written, and a Penny delivered in the name of the possession of the Goods and Chattels within granted, in the presence of, &c.

Deed

Deed of Gift by the Father of all his Goods to his Son (the Son being to keep the Father and Mother as long as they live.)

THis Indenture &c. made between *R.T.* of &c. on the one part, and *R.T.* on the other part; **Witnesseth**, That whereas the said *R.T.* hath heretofore given and bestowed to and amongst all his Children (other than the said *R.T.* his younger Son) a great part of all his Goods and Chattels, to and for their perferment in Marriage, and otherwise: And hath also granted unto *P.T.* his eldest Son, a certain part and portion of his Messuage, Farm, and Tenement, for the preferment and maintenance of the said *P.* his wife and Family. And forasmuch as the said *R.* hath hitherto given or bestowed, little or nothing at all unto the said *R.* who being yet unprovided for, standeth in great need to have the residue of all his said Goods. **Now**, the said *R.* not only for the causes and considerations aforesaid, but also to and for the end and purpose, that the said *R.T.* his Executors and Administrators, shall and may the better maintain, cherish and keep him the said *R.* and *J.* his wife, during the term of their natural lives, with Meat, Drink, Lodging, Apparel, and all other Necessaries, in such manner and form as hereafter in and by these presents is mentioned and expressed: Hath therefore given, granted, bargained and sold, and by these presents doth fully, freely, clearly and absolutely give unto the said *R.T.* all and singular his Goods and Chattels, real and personal, moveable and unmoveable, Debts, Sum and Sums of Mony, Corn, Grain, Plate, Jewels, Implements of Husbandry, and Houshold stuff, of what sort, kind, nature, or condition soever the same be, or in whose hands, custody, or possession soever the same shall happen to be found within the Realm of *England*, together with all the increase, profit, and advantage thereof, coming, growing, increasing, or arising: **To have and to hold**, all and singular the said Goods, &c. together with all the increase, &c. to the said *R.T.* his Executors, Administrators, and Assigns, to the sole and Proper use of him the said *R.T.* his Executors &c. for ever, as fully, freely, and in as ample manner and form, to every intent and purpose, as the said *R.T.* could, should, or of right ought to have, or enjoy the same, be it by Indenture, Deed, or otherwise. **And**, the said *R.T.* in consideration thereof for himself, &c. doth covenant &c. to and with the said *R.T.* his Executors, &c. by these presents, That he the said *R.T.* his Executors &c. shall and will from time to time and at all times hereafter, for and during the natural and several life and lives of the said *R.T.* and *J.* his wife maintain, find, cherish, and keep the said *R.* and *J.* and either of them, with competent and sufficient Meat, Drink, and Lodging, Apparel, Washing and Wringing, and all other things needful, meet, and necessary for them, according to their degree and calling in every respect. **In Witness**, &c.

Bargain &c.

Habend.

The Son covenants to provide for his Father and Mother during their lives.

A Deed of Bargain and Sale to enfranchise a Copyhold, after the determination of the Estate for life of the Bargainor's Mother in the Manner.

Recital that the Bargainor is seised of the Reversion of the Manner.

THis Indenture made &c. between &c. **Whereas** the said *T.L.* is by good right and title lawfully seized of and in the Reversion and Inheritance of the said Manner of *L.* in the County of *E.* expectant immediately upon an Estate which *M.L.* Mother of the said *T.L.* hath in the same for the term of her life; **And** whereas *J.P.* of *L.* in the said County of *E.* Esq; is and standeth seized of a Messuage and certain Lands, Tenements, and Hereditaments, being Customary and Copyhold, herein after particularly mentioned, lying and being in *L.* aforesaid, within and parcel of the said Manner, to him, his Heirs and Assigns for ever; as by the Surrenders in that behalf, and the Court-Rolls of the said Manner, more at large may appear. **Now**, this Indenture **Witnesseth**, That the said *T.L.* for and in consideration of the Sum of &c. And for the enfranchising and freeing of the Messuages, Lands, Tenements, and Hereditaments, and other things hereafter mentioned (after the decease of the said *M.L.* from all Copy-holds, Customs, Fines, Herriots, and Services to be done unto or claimed by the Lord of Lords of the Manner aforesaid, Hath granted, bargained and sold; and by these presents doth &c. unto the said &c. their Heirs and Assigns for ever, All that Mansion-house, &c. and all Ways, Passages, Easements, Commodities, Appurtenances, and Hereditaments whatsoever to the said Mansion-house, &c. and all other the Premisses herein before-mentioned, to be hereby granted, bargained and sold, and to every of them, and every or any part or parcel thereof belonging or appertaining, to or with the same, or any of them, or any part or parcel thereof, heretofore occupied, used or enjoyed, or accepted, reputed, or taken as part, parcel, or member thereof; And the Reversion and Reversions, Remainder and Remainders, and all Rents and yearly Profits of all and singular the Premisses herein before mentioned, to be thereby given, granted, bargained or sold, and every of them, or every part and parcel thereof. And all Woods, Under-Woods, and Trees, standing, growing, or being in or upon the Premisses, or any of them, or any part or parcel thereof. And the Land, Ground, and Soyl of the said Woods, or Underwoods and Trees, and all the Estate, Right, Title, Use, Possession, Reversion, Remainder, Claim and Demand whatsoever, which he the said *T.L.* and his Heirs, or any of them, have, hath, or had, may, might, or ought to have, of, in, to, or out of any of the said Mansion-house, Messuages, Lands, Tenements, and Hereditaments herein before mentioned, to be hereby granted, bargained, or sold, and of, in, to, for, or out of any of them, and every or any part or parcel thereof. All which Premisses at a Court Baron of *E.R.* Esq; then Lord of the Manner aforesaid, there holden on the 2*d.* of *J.* in 2*d.* year of &c. were surrendred by *R.* Son and Heir of *H.R.* and *E.* Wife of the said *R.* by the name of &c. And all other Customary Messuages, Lands, Tenements, and Hereditaments whatsoever which the aforesaid *H.* late had, or which the aforesaid *H.R.* had or ought to have within the Jurisdiction of the said Manner, with all and singular their Appurtenances whatsoever, to the use and behoof

That the Bargainee is seized of Land being Copyhold.

Bargain, &c.

behoof of *E.P. C.S.* &c. and *M.* his wife, and of the Heirs of the ſaid *R.* for ever, as by the Court-Rolls of the ſaid Mannor in that behalf may appear. To have, hold, and enjoy the ſaid Manſion-houſe &c. unto the ſaid &c. their Heirs and Aſſigns for ever, to the only proper uſe and behoof of the ſaid &c. their Heirs and Aſſigns for ever, free, from and after the deceaſe of the ſaid *M.L.* of all Copyhold Cuſtoms, Fines, Herriots, and Services whatſoever; *Yielding* yearly unto the ſaid *T.T.* his Heirs and Aſſigns, from and after the deceaſe &c. of lawful &c. in the name of a Quit-Rent at the Feaſt of &c. only in ſatisfaction of all other Demands, Cuſtoms and Services whatſoever. And if it ſhall happen &c. then to diſtrain &c. and the Diſtreſs there taken, to impound, detain, and diſpoſe according to Law. [*A Covenant to free the Premiſſes of Incumbrances; As alſo from and after the deceaſe of the ſaid &c. of and from all Fines, Herriots, and Services whatſoever therefore in any caſe to be paid, done, or performed (except the ſaid yearly Quit-Rents of, &c. hereby reſerved, and except the Eſtate of the ſaid, &c.)*] [*A Covenant to make further Aſſurance, &c.*] *Habend.*

An Indenture of Bargain and Sale in which the Truſtee joyns.

THis Indenture, made the 13*th.* day of *S.* in the 14*th.* year of the Reign of our Soveraign Lord *Charles* the 2*d.* &c. between *I.K.* the elder of *H.* upon *T.* in the County of *M.* Gent. *I.K.* the younger Son and Heir apparent of the ſaid *I.K.* the elder, and *I.M.* Gent. Son and Heir of *I.M.* late of *T.* in the County of *S.* Gent. deceaſed, on the one part; and *E.R.* of *L.M.* of the other part, Witneſſeth, That for and in conſideration of the Sum of 300 *l.* of lawful Money of *England*, to the ſaid *I.K.* the elder in hand paid by the ſaid *E.R.* at and before the enſealing and delivery of theſe preſents: The receipt and payment whereof, the ſaid *I.K.* the elder doth hereby acknowledge, and thereof and of every part and parcel thereof, doth clearly exonerate, acquit, and diſcharge the ſaid *E.R.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe preſents; And of the ſeveral Sums of 5 *s.* of like lawful money of *E.* to the ſaid *I.K.* the younger, and *I.M.* in hand paid by the ſaid *E.R.* at and before the enſealing and delivery of theſe preſents: The receipt whereof, the ſaid *I.K.* the younger, and *I.M.* doth hereby acknowledge, The ſaid *I.K.* the elder, and alſo the ſaid *I.K.* the younger, and *I.M.* Have granted, bargained, and ſold, aliened, enfeoffed, and confirmed; And by theſe preſents do grant, bargain, ſell, alien, enfeoff and confirm unto the ſaid *E.R.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement and Farm called *H.* Farm, with the Appurtenances, ſituate, lying, and being in *H.* upon *T.* aforeſaid, in the ſaid County of *M.* And all thoſe 30 Acres of Land and Paſture, and all thoſe 8 Acres of Meadow lying incloſed in ſeveral parcels in the Common Fields of *M.* aforeſaid in the ſaid County of *M.* now or of late parcel of the Honour and Mannor of *M.* by whatſoever name or names, or howſoever the ſame *Bargain &c.*

or any of them are called or known, with their and every of their Rights, Members, and Appurtenances whatsoever (the Messuage, Farm, and Premisses, *Recital.* were by the late King *Charles* I. by his Letters Patents under the Great Seal of *England*, bearing date &c. in the 14th year of his Reign granted (amongst other things) to *W.C.* and *F.F.* and their Heirs in Fee-Farm in trust, for *W.R.* at the Rent of &c. *per annum*, and were by the said *W.R. W.C.* and *F.F.* by their Deed, inrolled in the High Court of *Chancery*, bearing date on or about the &c. in the &c. year of the late King, bargained, sold, and conveyed *J.M.* and *W.H.* therein named, and their Heirs and Assigns (in trust for the said *J.K.* the elder,) And were by *J.M.* party to these presents, Son and Heir of the said *J.M.* deceased (who survey'd the said *W.K.*) granted and conveyed to the said *J.K.* the elder, his Heirs and Assigns, as by the conveyances thereof may appear. And the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuage, Farm-Lands, Tenements, Hereditaments, and Premisses hereby granted, or mentioned to be hereby granted, and of every part and parcel thereof. And all Rents, Services, and Profits, to them, or any of them, or any part or parcel of them, or any of them incident, belonging or appertaining; and also all and every the Estate and Estates, Rights, Titles, Claims, Trusts, and Demands whatsoever, of them the said *J.K.* the elder, *J.K.* the younger, and *J.M.* or either of them, of, in, to, and out of the same Messuage, Lands, Tenement, Hereditaments, and Premisses, and every part and parcel thereof. And *Writings.* all and every the Deeds, Charters, Writings, and Mynuments whatsoever, touching or concerning the said Messuage, Lands, Tenements, or Hereditaments, and Premisses whatsoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof; To have *Habend.* and to hold the said Messuage or Tenement, Farm-Lands, Meadow, and all other the Premisses hereby granted, bargained, and sold, or mentioned, or intended to be hereby granted, bargained, and sold, and every part and parcel thereof, with their and every of their Appurtenances, unto the said *E.R.* his Heirs and Assigns for ever; To the only and proper use and behoof of him the said *E.R.* his Heirs and Assigns for ever. And the *Warranty.* said *J.K.* the elder, doth hereby grant for him and his Heirs, that he the said *J.K.* and his Heirs, the said Messuage, Farm-Lands, Tenements, Hereditaments, and Premisses, and all and singular other the Premisses hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Rights, Members, and Appurtenances, unto the said *E.R.* his Heirs and Assigns, against him the said *J.K.* and his Heirs; and against all and every other person or persons whatsoever, shall and will warrant, and for ever defend by these presents. And, the said *J.K.* the elder, and *J.K.* the younger, do for themselves, severally, and for their several Heirs, Executors, and Administrators, and for every of them, covenant and grant, to and with the said *E.R.* his Heirs, Executors, and Administrators, and to and with every of them by these presents, That then the said *J.K.* the elder, and *J.K.* the younger, and the said *J.M.* shall and will before the &c. next ensuing the *To levy a Fine.*

date

date hereof, before the Justices of the Court of Common Pleas at *Westminster*, in due form of Law, levy to the said *E.R.* and his Heirs, one Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations, according to the Form of the Statute, in such case made and provided, of all and singular the Messuage, Lands, Tenements, Hereditaments, and Premisses, aforesaid, by such apt names, quantities, and qualities, and number of Acres, and in such sort, manner, and form, as by the said *E.R.* his Heirs or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required. And the said *I.K.* the elder, for him, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to, and with the said *E.R.* his Heirs and Assigns, and to and with every of them by these presents, in manner and form following; that is to say; That the said *I.K.* the elder, now is the true and lawful Owner of all the said Messuage, Farm, Lands, Tenements, and Hereditaments, and all and singular other the Premisses, hereby granted or mentioned to be hereby granted; and of every part and parcel thereof, with their and every of their Appurtenances, and is rightfully and absolutely seized thereof, and of every part and parcel thereof, of a good, pure, absolute, and indefeazable estate of Inheritance in Fee-simple, without any manner of condition, trust, contingent Proviso, or limitation of use or uses, or other restraint, matter, or thing whatsoever, to alter, change, charge, determine, incumber, defeat, or evict the same. And that he shall and will continue so seized thereof, and of every part and parcel thereof, until a good, perfect, and absolute Estate in Fee-simple, shall be thereof vested in him the said *E.R.* and his Heirs, according to the true intent and meaning of these presents. And that he the said *I.K.* now hath good right, lawful and absolute power and authority in himself, to grant, alien, and convey, all and singular the said Messuage, Lands, Tenements, Hereditaments, and Premisses, hereby granted or mentioned to be hereby granted as aforesaid, and every part and parcel thereof, with the Appurtenances, unto the said *E.R.* his Heirs and Assigns, to the use of him the said *E.R.* his Heirs and Assigns, in manner and form aforesaid. And that the said *E.R.* his Heirs and Assigns, and every of them, shall or lawfully may from time to time, and at all and every time and times hereafter, *have, hold, occupy, possess, and enjoy*, all and singular the said Messuage, Lands, Tenements, Hereditaments and Premisses, hereby granted, or mentioned to be hereby granted, and every part and parcel thereof, with all and singular their and every of their Appurtenances, and all and every the Rents, Issues and Profits and Commodities thereof arising and growing, *to have and take*, without any manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other hindrance or Molestation whatsoever, of or by the said *I.K.* the elder, his Heirs or Assigns, or any other person or persons whatsoever, lawfully claiming, or to claim the said Messuage, Lands and Premisses, or any part or parcel thereof, (except as herein after is excepted.) And that the Messuage, Farm, Lands, Tenements, Hereditaments, and Premisses, hereby granted, or mentioned, or intended to be hereby granted as aforesaid, and

To have.

That the Grantor is Owner of the Premisses.

Seized.

That he will continue seized &c.

That he hath Power to grant.

Quiet enjoyment.

Exception.

Discharge of Incumbrances.

every part and parcel thereof, with all and singular their and every of their Appurtenances, now are, and be, and from henceforth for ever hereafter shall continue, remain and be unto the said *E.R.* his Heirs and Assigns, free and clear, and freely, clearly, and absolutely freed and acquitted, exonerated and discharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statute-Merchants, and of the Staple; and all Debts of Record, Extents, *Liberates*, Seisures, Charges, Titles, Troubles, Forfeitures, Annuities, and Incumbrances whatsoever, had, made, committed, done, acknowledged, or suffered or caused to be had, made, committed, done, acknowledged, or suffered by the said *I.K.* the elder, or by any other person or persons whatsoever (one Lease of the Premisses heretofore granted by the late King *Charles* I. to *I.T.* and *T.L.* their Executors, and Assigns, for the term of 40 years, beginning &c. now in being, and upon which is reserved the yearly Rent of &c. which from henceforth, during the residue of the said term, shall be payable to the said *E.R.* his Heirs and Assigns, also, the Fee-Farm Rent of &c. reserved by the said Letters Patents, and yearly to be paid to the said late King, his Heirs and Successors, for the said Premisses for ever, only excepted and fore-prised.) And the said *I.K.* the elder, for him, his Heirs, Executors, and for every of them, doth further covenant and grant, to and with the said *E.R.* his Heirs and Assigns, and to and with every of them, by these presents, That he the said *I.K.* the elder, his Heirs and Assigns, and the said *I.K.* the younger, and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter, have or lawfully claim any Estate, Right, Title, or Interest, of, in, or to the Premisses hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, shall and will from time to time, and at all times hereafter, at and upon the reasonable request, and at the costs and charges in the Law of the said *E.R.* his Heirs and Assigns, or some of them, do, make, levy, execute, acknowledge, and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further, and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the better and more perfect Assurance, surety and sure making and conveying, setling, establishing, or confirmation of the said Messuage, Farm-Land or Lands, Tenements, Hereditaments, and Premisses, hereby granted, or mentioned to be hereby granted, or any of them, and of every, or any part or parcel thereof, with all and singular their, and either of their Appurtenances, unto the said *E.R.* his Heirs and Assigns, according to the true intent and meaning of these presents (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, indented or Poll, Inrolled or not Inrolled, the Inrolment of this present Indenture, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirma-

Exception.

Further assurance.

Confirmation, and by all and every of the ſaid Ways or Means, or any other ways or means in the Law whatſoever, as by the ſaid *E.R.* his Heirs or Aſſigns, or any of them; or by his, or their, or any of their Council Learned in the Law, ſhall be reaſonably deviſed or adviſed and required, ſo as the ſaid further Aſſurance ſo to be made, or any of them, do not nor ſhall contain any further Aſſurance or Warrant, for enjoying them only againſt the parties thereunto reſpectively, and their reſpective Heirs, and touching Acts and Deeds done or ſuffered by them or any of them; And ſo as for the acknowledging and executing of ſuch further conveyances and aſſurances, or any of them by the perſons that ſhall be required to make or execute the ſame, be not compelled, nor compellable for the doing thereof, to travel further or elſewhere than to the City of *L.* or *W.* or one of them. And, it is declared, concluded, and agreed by and between all and every the ſaid parties to theſe preſents, That the Fine ſo as aforeſaid to be levied, and all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Aſſurance in the Law whatſoever, heretofore had and executed, or hereafter to be had, made, levied and executed by and between the ſaid Parties to theſe Preſents, or any of them, or by them or any of them, with any other perſon or perſons of the Premiſſes, as any part or parcel thereof ſhall be and endure, and ſhall be adjudged, deemed, and taken to be and endure to the only and proper uſe and behoof of the ſaid *E.R.* his Heirs and Aſſigns, and to and for no other uſe intent or purpoſe whatſoever. And, the ſaid *I.M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *E.R.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *J.K.* hath not done, committed, executed or ſuffered any Act or Acts, Thing or Things whatſoever, whereby the ſaid Meſſuage, Farm-Lands, Tenements, and Premiſſes, or any part thereof, now are, or at any time hereafter ſhall or may be impeached or incumbred in Title, Charge, Eſtate or otherwiſe (The Conveyance and Eſtate thereof made and granted by him the ſaid *J. M.* to the ſaid *J.K.* the elder, and his Heirs herein before mentioned, only excepted and forepriſed.) In Witneſs, *&c.*

The Fine and all other aſſurances to be to the uſe of the Grantee.

The Truſtee Covenants that he hath done no Act.

Bills,

Bills, Pleas, and Demurrers in Chancery.

A Demurrer for Matters for which the Plaintiff hath his Remedy at Law.

The joynt and ſeveral Demurrers of T.T. A.B. T.H. O.N. B.E. W.F. G.C. J.G. W.H. W.B. *and* M.B. *Defendants to the Bill of Complaint of* A.B. *Complainant.*

THe ſaid Defendants nor any of them acknowledging or confeſſing any of the Matters, or Allegations charged in the ſaid Bill againſt them, or any of them, to be true in ſuch manner, as by the ſaid Bill of Complaint is pretended, do joyntly and ſeverally demur in Law unto and upon the ſaid Bill of Complaint, and the matters therein contained. **And,** whereunto they ſay, They are not by Law bounden or compellable to make any Anſwer, and whereof they humbly pray, and every of them prayeth and demandeth the Judgment of this Honourable Court. *And* for Cauſes of Demurrer according to Law and the preſent ſettled Orders and Courſe of this Honourable Court, The ſaid Defendants and every of them ſaith, That the ſaid Complainant by his ſaid Bill of Complaint, doth ſet forth and ſhew, That the ſaid *C. A.* in the Bill named, by indenture bearing date the 14*th.* of *N.* in the 13*th.* year of his now Majeſties Reign, for valuable conſideration, did grant unto the Complainant and his Aſſigns, one Annuity or Rent-charge of 20 l. *per annum*, to be iſſuing out of all the Lands and Tenements in queſtion in the Bill ſpecified for and during the natural life of the ſaid Complainant; which Annuity or Rent-charge, is ſet forth by the ſaid Bill of Complaint to be made and granted before ſuch time as any of the Defendants had purchaſed any of the Lands in queſtion. **And it is further** declared by the ſaid Bill of Complaint, That the ſaid *C. A.* ſhortly after the ſaid Annuity or Rent-charge was ſo made and granted unto the ſaid Complainant, did confeſs and acknowledge a Judgment of 200 l. in his Majeſties Court of his Bench then at *Weſtminſter*, which ſtandeth ſtill in force, which Judgment was intended to be Defeaſanced for the true and quiet Enjoyment of the ſaid Annuity or Rent-charge. **And,** it appeareth *further*

Not compellable to anſwer by Law.

Cauſes of Demurrer.

that by the said Bill of Complaint, That the Complainant hath sued forth a *Scire facias* against the Defendants or some of them as Terr-Tenants to the Lands in question, who have pleaded several Pleas of *Non-Tenure*, *Joynt-Tenancy*, and *Disclaimers*, unto the said Writs of *Scire facias* in the same Court of Kings Bench; which Pleas do there still depend undetermined. *And* the Scope of the Bill is to compel the Defendants, being Purchasors for valuable Consideration, to discover their several Estates and Tenancies of, in, and to, the Lands in question, to enable the Complainant, and inform him how to reply, plead, or take Issues upon the several Pleas to the said Writ of *Scire facias* pleaded, and now depending, in disadvantage of the said Defendants being Purchasors. And to make them lay open their several Estates and Tenancies, to make themselves subject and lyable to the Penalty of the said Judgment of 200 l. which by the Favour of the High and Honourable Court, the said Defendants being Purchasors, are not compellable or to be enforced to do, as well for that the Law hath provided a Remedy against pernors of Profits where the Tenants are not known, as for that it appeareth by the said Bill of Complaint, that the Complainant hath a legal and good Remedy by an Ordinary Course of Common Law, for the Recovery of the said Annuity or Rent-charge in question out of the purchased Lands in question, which doth not suffice the Complainant, as it seemeth, but he would have Ayd of this Honourable Court in Equity to recover the Penalty of a Judgement against Purchasors, which this Honourable Court (they hope) will not permit. For which Causes, and for divers other Defects and Insufficiencies in Law in the said Bill of Complaint appearing, the said Defendants and every of them do demur in Law unto and upon the said Bill of Complaint and the matters therein contained. *And* humbly pray the Judgment of this Honourable Court, Whether they shall be enforced to make any other or further Answer thereunto.

To compel the Purchasors discovery of their several Estates and Tenancies.

A.B.

A Demurrer upon a Paroll Agreement.

The joynt and several Demmurer of T.R. T.H. J.H. *Esquires*, J.A. *and* R.H. *Gent. Defendants, to the Bill of Complaint of* J.B. *Gent. Complainant.*

These Defendants by protestation not confessing or acknowledging the several matters in the Bill of Complaint contained, to be true in such Sort, Manner, and Form, as the same are and be therein contained. And whereas the principal End and Scope thereof is, as it appears by the said Complainants Bill, to be relieved for, upon or concerning a pretended Agreement which the Complainant pretends he did or should make with the

Recital of the Scope of the Defendants Bill.

the ſaid Defendant *T.R.* for, touching or concerning the Purchaſe of the Mannor of *H.* Hall in *M.* and other the Lands in the Bill mentioned for the Sum of 400 l. to be paid in ſuch manner and form as is therein mentioned, and to be relieved likewiſe againſt a Contract or Conveyance which the ſaid Complainant doth alledge by his Bill, That the ſaid Defendant *T.R.* hath ſithence made with theſe Defendants *T.H. J.H.* and *R.H.* or ſome or one of them, of, or concerning the ſaid Premiſſes; and to have theſe Defendants to ſet forth, Whether the ſaid Defendant *T.R.* hath ſold the ſaid Premiſſes unto them or any of them, or what Eſtate or Eſtates he hath made unto them, or any of them, of or concerning the ſaid Premiſſes, or any part thereof, and when the ſame was made, and by what Conveyance and upon what conſideration the ſame was had or made. Theſe Defendants and every of them as touching or concerning the ſaid ſeveral matters, and all other matters in the ſaid Bill of Complaint contained, do Demur; and for cauſe of Demurrer, ſhew; **Firſt**, For that it doth appear by the ſaid Complainants Bill, That the ſaid pretended Agreement (if in caſe any ſuch there was or be at any time had or made between the ſaid Complainant and the ſaid Defendant *T.R.* touching or concerning the ſaid Premiſſes, which theſe Defendants do not in any wiſe admit) was only a bare Parole and naked Agreement, and in no part executed, nor any conſideration paid for the ſame, which as theſe Defendants are adviſed by their Council, is not or ought not to be any ways relieveable in this Honourable Court. **Secondly**, For that it doth not appear by the ſaid Complainants Bill, what Eſtate in certain either for Life, Years, or in Fee, or what other Eſtate in certain this Defendant *T.R.* was to make, or ſhould by the ſaid pretended Agreement make or grant to the ſaid Complainant of or concerning the ſaid Premiſſes. **Thirdly**, For that it doth not appear by the ſaid Complainants Bill; neither is hereby any ways alledged, That theſe Defendants *T.H. J.H.* and *R.H.* or any of them was or were privy to the ſaid pretended Agreement, or had or did take any notice thereof, ſo as, or whereby; the ſaid Complainant cannot or ought not, as theſe Defendants are adviſed by their Council, to have any Advantage or Relief againſt theſe Defendants *T.H. J.H.* and *R.H.* or any of them, to impeach or avoid any Contract or Conveyance made or granted of the Premiſſes to theſe Defendants or any of them, for, upon or concerning any ſuch pretended Agreement (if in caſe any ſuch there was, or be had or made, which theſe Defendants do not in any wiſe admit as aforeſaid.) *For which* Cauſes, and for ſeveral other Defects and manifeſt Imperfections in the ſaid Bill of Complaint contained, theſe Defendants and every of them do Demur to the ſaid Bill of Complaint, and do humbly crave the due conſideration of this Honourable Court, Whether they or any of them ſhall be bound to make any other or further Anſwer thereunto other or otherwiſe than as aforeſaid. *And* do humbly pray to be hence diſmiſſed with their reaſonable Coſts and Charges in that behalf wrongfully ſuſtained.

Cauſes of Demurrer.

For the Cauſes aforeſaid prays to be diſmiſſed with Coſts.

A Plea by Tenants in Common for cutting of Wood.

The Plea and Demurrer of C.T. *Wife of* P.T. *and* R.T. *Esq; eldeſt Son of the ſaid* P.T. *to one part. And the Joynt and ſeveral Anſwer of the ſaid* C. *and* R. *to the other part of the Bill of Complaint of* E.G. *Gent. Complainant.*

THe ſaid Defendant to ſo much of the Bill of Complaint as concerneth the cutting of Wood and Timber by the ſaid *P.T.* and him this Deſendant *R.T.* or their threatning to cut Wood, and Timber upon the parts of the Mannor and Premiſſes, in the Bill mentioned, ſuppoſed by the Bill to belong to the Complainant. And touching the Defendants claiming of all the parts of the Mannor and Premiſſes, in the Bill mentioned that lye undivided and in Common. *And*, their Claim of liberty of free Warren and food for their Conyes in and over all the ſaid Mannor, and Premiſſes: It appeareth of the Complainants own ſhewing, that 60 Acres of the Wood called *F.* Park in the Bill mentioned, ſtand divided between the Complainant and the ſaid *P.T.* and this Defendant *R.T. And* that the reſidue of the ſaid Wood doth lye in Common between the ſaid Complainant and the ſaid Deſendant, *P.T.* and him this Defendant *R.T.* or one of them. *And*, the End and Effect of the Bill is, That the ſaid Mannor and Premiſſes, divided and undivided, and lying intermixed may be ſet out by Meets and Bounds, and that the Complainant may have his part and ſhare in ſuch parts of the ſaid Wood, which (as is alledged) was never divided: They theſe Deſendants, not confeſſing or acknowleding the ſaid matters charged in the ſaid Bill of Complaint to be true as the ſame are herein and hereby ſet forth, ſay, That for as much as it appeareth by the ſaid Defendants *P.T.* and this Defendant *R.T.* or one of them do hold part of the ſaid Mannor and Premiſſes undivided in Common to and with the Complainant, Therefore and for that there is no matter of equity or other matter in the ſaid Bill properly examinable and determinable in this Honourable Court, And for that the Complainant hath good remedy by the Common Laws of this Land to be relieved in the Premiſſes, And for that there is nothing alledged in the ſaid Bill, whereby the Complainant is diſabled to ſue at the Common Law: Theſe Defendants as to thoſe parts of the ſaid Bill, as touch and concern the matters and things before mentioned, do Demur in Law. And humbly demand the Judgment of this Honourable Court. Whether they ſhall be compelled to make any further Anſwer thereunto. **And**, theſe Defendants *further*, by way of Plea ſay, That *J.B.* in the Bill named was, about the 10*th.* year of the Reign of King *H.*8. lawfully ſeized in his Demeſn as of Fee, of and in the Mannor of *E.* in the County of *O.* And of and in divers Meſſuages, Lands, Tenements, Hereditaments, Rents, Reverſions, and Services to the

60 Acres of wood ſtand divided.

Anſwer.

Judgment if compellable to anſwer.

Further anſwer by way of Plea.

the said Mannor belonging or appertaining, & of & in the said Wood called or known by the name of *F.* Par't in *F.* aforesaid, containing by Estimation 75 Acres, And afterwards about the 5*th* year of Queen *Eliz.* he the said *J. B.* having Issue 5 Daughters named *E. M. T. A.* and *S.* dyed so seised, after whose decease the said Mannor, Woods, and Premisses descended to them the said 5 Daughters to hold in Co-parcenary. And the said 5 Daughters being so seised, the said *E.* did take to Husband one *E. H.* Esq; And the said *E.* did intermarry and take to Husband one *G. C.* Esq; and the said *S.* did intermarry, & take to Husband one *J. C.* and the aforesaid *A.* and *S.* did intermarry, but afterward dyed without Issue of their Bodies begotten, whereby their parts and interests in the said Mannor and Premisses, did descend and remain to the surviving Sisters, and their Heirs according to the course of the Common-Law of this Land. And the said *E. T.* and *M.* and their Heirs thereupon became seised each of them of a full 3*d* part of the said Mannor and Premisses. And they and every of them being so seised, the said *G. C.* and *M.* his Wife, and the said *J. C.* and *T.* his wife and their Heirs, did heretofore for valuable Consideration of Mony joyntly and severally convey all their Estate and interests in their said two 3*d* parts of all the said Mannor, and of the said Woods, and Premisses, to *J. T.* Esq; and *T. T.* Kt. and Bar. or one of them, or to their or one of their Heirs and Assigns for ever. *To have and to hold*, to them or him, and their or one of their Heirs, in severalty as the same was divided from the other 3*d* part of the said *E. H.* and *E.* his Wife. And the said *T. T.* being heretofore seised of the said two 3*d* parts of the said Mannor and Premisses; and the said Defendant *P. T.* being about the 12*th* year of the Reign of King *James*, to marry with *A. T.* his late Wife deceased; He the said *T. T.* in Consideration of the said Marriage then to be had and solemnized, and for the settling of his Lands in his name and Blood, and for divers other good Causes and Considerations him thereunto moving, did by Fine and other good Conveyances and Assurances in Law settle and assure amongst other things the said 2 parts of the said Mannor, of *F.* and the said Woods, and Wood-grounds containing by Estimation 75 Acres to himself for life, the Remainder to the Defendant *P. T.* for life, the Remainder to the first Son of the said *P. T.* on the Body of the said *A.* his then intended Wife, or on any other Wife to be begotten. And to the Heirs of the Body, of such first Son, with divers Remainders over, as in and by the said Conveyances, and Settlement, may appear. And shortly after, the said marriage took effect, and the said *A.* dyed without Issue Male of her Body, begotten; and the said *P. T.* afterwards intermarried with the Defendant *C.* by whom he had Issue the Defendant *R. T.* his eldest Son, and Tenant in Tail of the said two parts of the said Mannor, Woods, Wood-grounds and Premisses. And, these Defendants *further say*, That the said *P. T.* is yet living, and is Tenant for life in possession of the said two 3*d* parts of the said Woods, and Wood-grounds, and Premisses, without impeachment of Wast, and neither of these Defendants have any interest in the same, during the Life of the said *P.* and so are in no ways lyable, questionable, or to be impeached

How it descended to the 5 Daughters.

How they married and dyed without Issue, and the premisses descended according to Law.

How conveyed.

How to be held.

T. T. settlement in consideration of Marriage by Fine and other conveyances.

impeached by the Complainant during the life of the ſaid Defendant *P. T.* for or by reaſon of the felling, cutting, or ſelling any of the Timber, Timber-Trees, or Woods growing upon the Premiſſes, or for any other matter or thing complained of by the ſaid Bill, or for which the ſaid complainant ſeeks Relief: for which Cauſes they theſe Defendants do humbly crave the Judgment of this Honourable Court, whether they ſhall be compelled to make any other Anſwer unto ſuch parts of the ſaid Bill of Complaint as concern the Claim, Intereſt, and Title of them theſe Defendants, or either of them, of, in, or to the ſaid Woods, Lands, and Premiſſes, or any part thereof, or the parting or dividing of the ſame, or any part thereof, or the cutting or threatning to cut the Wood and Timber upon the Premiſſes, or any part thereof. **And**, this Defendant *R.T.* doth deny that he this Defendant doth combine with the other Defendant *P.T.* to diſturb the Poſſeſſion of the Complainant in the Premiſſes, or that he doth for that purpoſe endeavour to obſcure or conceal the Meets and Bounds, of the Premiſſes or any part thereof. **And**, the ſaid Defendant *R.T.* doth deny, that he hath gotten into his poſſeſſion, or into poſſeſſion of any other perſon or perſons, any Deed or Deeds, Evidence or Evidences, that make good the Title of *T.W.* and *E.* his Wife, or *J.T.* in the Bill named or any of them to the Premiſſes in the Bill for that purpoſe mentioned, or any part thereof without him, &c.

Combination denied &c. and ſeveral things in the Bill.

A Demurrer to a Bill where the Plaintiff hath not made to himſelf a good Title to the things demanded by the Bill.

The Anſwer and Demurrer of M.C. *Eſq; Defendant to the Bill of Complaint of* G. T. *Eſq; An Infant by* H.R. *Eſq; his* Prochein Amy *Complainant.*

THe ſaid **Defendant**, as to that part of the ſaid Bill, whereby he is charged with Practice, Fraud, and Combination with *E.T.* in the ſaid Bill of Complaint named, and wherein he is charged; That after the death of the ſaid *E.* he did procure Letters of Adminiſtration of the Goods and Chattels of the ſaid *E.* to be granted unto him, and by colour thereof, or by ſome other undue and ſubtle, and unlawful ways did get into his hands, and poſſeſſed himſelf of the Goods, Chattels, Debts, and Credits of the ſaid E. The ſaid Defendant anſwereth and denieth all and all manner of Practice, Fraud, and Combination, charged upon him in and by the ſaid Bill of Complaint, to and with the ſaid *E.T.* in the ſaid Bill of Complaint named. And doth deny, That the ſaid *E.* did Aſſign or tranſfer, or that this Defendant hath ever had any Eſtate, or Intereſt, of, in or to the Leaſe in the ſaid Bill mentioned, or the Houſe or Premiſſes, therein mentioned, or any part thereof. And doth diſclaim to have any Title or Intereſt, in, or to, the ſaid Leaſe or Houſe, or any part thereof. And this Defendant

Fraud and combination denied.

Answer.

Defendant also denieth that after the death of the said *E.T.* he did procure Letters of Administration of the Estate of the said *E.* to be granted unto him or his Executors, and Administrators, unto the said *E.* or did any ways Administer thereupon. But this Defendant saith, that *J.W.* Esq; is the Executor of the said *E.* and hath proved the said Will, and taken upon him the said Executorship as this Defendant takes it. And as unto all the rest, and residue of the said Bill of Complaint unto which the said Defendant hath not answered, the said Defendant saith, That he is advised by his Council, That he needs not make any Answer thereunto, but that there is good cause of Demurrer thereunto. For the Complainant hath not made any Title to himself either in Law or equity unto the Matter and thing for which he seeketh Relief against this Defendant; for that it appeareth by the Complainants own shewing in his said Bill of Complaint, that *G.T.* in the said Bill of Complaint named, did make the said *E.* and the Complainant Executors, and that she the said *E.* after the death of the said *G.* did prove the said Will, and Administer, and did Assign unto the Defendant or otherwise Cancel, Release, or Discharge unto the said Defendant the Statutes and Bonds in the said Bill of Complaint charged, for that the said *E.* had good Power to Release, Discharge, Cancel, and Assign, Grant and Discharge the said Statutes, and Bonds unto this Defendant, and for that this Defendant is not Executor, or Administrator unto the said *E.* nor lyable to answer for the Action, of the said *E.* And for that there do not appear any Creditors of the said *G.* to complain against the same, or Suggestion for want of Assets to perform the said Will or any Agreement to divide the Estate between the Complainant and the said *E.* or that the said Estate of the said *G.T.* was given unto them otherwise than as Executors. And, for that this Defendant having legal Discharge from one Executor, *Bona fide* without Fraud, ought not to be questioned by the other Defendant to make void the same, or to question this Defendant for the same: For all which causes and divers other Imperfections in the Bill contained, this Defendant doth Demur thereunto, and humbly demandeth the Judgment of this Honourable Court, whether he shall be compelled to make any other or further Answer unto the said Bill. All which Matters, and Things this Defendant is and will be ready to aver and prove, as this Honourable Court shall award, And humbly prayeth to be dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

Demurrer for that no title made in law or equity.

Prays to be dismissed with costs.

A Plea for a Purchase for valuable consideration of Money.

The several Pleas, Demurrer, and Answer of G.B. *one of the Defendants, to the Bill of Complaint of* M.W. *Complainant.*

THis Defendant by protestation not confessing or acknowledging all or any the Matters or Things in the said Bill of Complaint contained to be true, in such manner and form as the same are therein set forth and charged against this Defendant; This Defendant for plea to so much of the now Complainants Bill as is to compel this Defendant to set forth and discover his Title in, and to, the Lands, Tenements and Hereditaments in *W.* in the County of *B.* in the Bill of Complaint mentioned, or any part thereof. This Defendant saith, That the said *F.C.* being seized in his demesn as of Fee, as this Defendant hopes to prove of and in the Manor, or Mansion-house called *P.* and of the Lands, in the Bill of Complaint mentioned, made several Conveyances and Assurances of the same to *I.H. M.I. R.P.* and *R.S.* and their respective Heirs, Executors, and Administrators, for a valuable consideration. *And*, the said *R.P.* and *R. S.* and *T.H.* Son and Heir of *T.H.* and *T.H.* Esq; who claimed under the said *M.F.* being thereby, and by vertue of their said Estates, and Conveyances seized and in full possession of the Premisses, This Defendant did afterwards long before the said Bill exhibited, buy and purchase of them by good, sufficient and absolute Conveyances, and Assurances in the Law (as he was advised) without any Trust, Condition, Fraud, or Limitation whatsoever, other than to this Defendant, and his Heirs, for a good and valuable consideration in money amounting to 1000 *l.* and more, which hath been really and *Bona fide* (and not colourably nor pretendedly) paid, in which Conveyances *R.C.* the Heir of the said *F.C.* who, as this Defendant hath been informed and is advised, had the power and right of Redemption joyned. All which, This Defendant doth aver, and is ready to prove as this Honourable Court shall award; wherefore this Defendant pleadeth the said Conveyances, and other the Matters aforesaid in Bar of such part of the said Bill of Complaint as aforesaid: *And*, humbly abideth in the Judgment of this Honourable Court, whether he, being a Purchaser for good and valuable consideration in Money (as aforesaid) before the said Bill exhibited, shall be compelled in this Honourable Court either to discover or set forth the particulars of his Conveyances and Assurances and the nature of them, or the manner of Execution of them, to enable the said Complainant, to impeach the same, or otherwise to question this Defendants Title and Estate thereunto. And for Cause of Demurrer to the said Bill of Complaint, this Defendant saith, That for ought appears by the said Complainants Bill of Complaint, the said Complainant may, as this Defendant is advised,

Purchase for a valuable Consideration without Trust, Condition or fraud.

Judgment the Court whether as a Purchaser he ought by his Answer to discover the particulars and nature of his Conveyances to enable the Complainant to impeach the same.

vised have his Remedy at Law, for recovery of his pretended Judgment for that it appears by the said Complainants shewing in and by his said Bill, that he hath a Judgment which was obtained against the said *F.C.* in the 21 year of the late King *C.* the 1. *And*, that the said *F.* was at the time of his death, as the said Complainant hopes to prove, seized in his Demesn as of Fee, or some other good Estate of Inheritance, of, and in certain Messuages, Lands, and Tenements lying and being in *W.* in the County of *B.* of yearly value of 80 l. *And*, that the said Lands and Premisses, are lyable to the said Judgment as he hopes to make appear; which (if it be true) the said Complainant may, as this Defendant is advised, have his Remedy at the Common Law, and the rather, for that the said Complainant doth not so much as pretend the want or absence of any of his Witnesses, to prove the Premisses. *And* therefore, and for divers other apparent defects and imperfections in the said Bill of Complaint this Defendant doth demur in Law, and humbly demandeth the Judgment of this Honourable Court, whether he shall be compelled to make any further or other Answer, other than what is herein after answered unto. *And*, for answer to such part of the said Bill of Complaint, as is not pleaded or demurred unto, This Defendant saith, that he doth not know, that the Conveyances in the Bill of Complaint mentioned to be made by the said *F.C.* to *T.H.* *M.I.* and *R.P.* or any of them, or any other Deeds or Conveyances concerning the Premisses, were Ante-dated. *And* this Defendant denies all, and all manner of Practice, Confederacy, or Combination whatsoever, to or with the other person or persons in the said Bill of Complaint named for Defendants, or any of them, or any other person or persons whatsoever to defeat or defraud the Complainant, or to any other intent or purpose whatsoever. But for satisfaction of this Honourable Court touching the same, this Defendant saith, that the Complainant hath been told and informed by this Defendant, or some by his directions, that there is or was certain Lands, late the Lands of the said *F.C.* now or late in the possession of *N.W.* out of which this Defendant was informed by the said *N.W.* and by the said *R.C.* the Heir of the said *F.C.* or one of them, that the said Complainant might, if he had pleased, have received and had satisfaction, of, or for his said debt, or the greatest part thereof, and the said Complainant would not, or at least did not charge his said Judgment; but hath unnecessarily and causelesly as this Defendant takes it, exhibited his Bill into this Honourable Court on purpose to vex and trouble this Defendant, and put him to unnecessary costs and charges in the Law; of which this Defendant hopes this Honourable Court will take due consideration, and consider the same in costs to this Defendant. And, this Defendant doth deny, that there ever was or is any money left in this Defendants hands to secure this Defendant against the Complainants Judgment, or any other Incumbrances, or to satisfie the Complainants Judgment, or any other Incumbrances, to which the Lands lye liable without that, &c.

How the Land comes liable to the Judgment.

Confederacy and Combination denied.

Costs prayed for unjust vexation, to be considered.

A Plea of the Statute of Limitations, and a former Suit.

The Plea and Demurrer of I.K. *and* E. *his Wife, Defendants, to the Bill of Complaint of* E.S. *Widow, Complainant.*

THe ſaid Defendants, by proteſtation not confeſſing or acknowledging any of the Matters and Things in the ſaid Complainants ſaid Bill contained, to be true in ſuch manner and form as the ſame are there-in ſet forth and alledged: For Plea to the Complainants ſaid Bill, ſay, that it appeareth by the Complainants own ſhewing by the ſaid Bill, that the Cabinet, Carpet, Quilts, Sum of 12*l.* the late Books of Accompt and other Books, Bond, Bills, and Specialties, Linnen, wearing Apparel, Fire-wood, and other Woods, and Faggots, and Goods in the Complainants ſaid Bill mentioned, for which the ſaid Complainant by her ſaid Bill ſeeketh to be relieved againſt theſe Defendants, were due, owing, and belonging to the ſaid Complainant in the lifetime of the ſaid *I.D.* in the ſaid Bill named, or as Executrix of his laſt Will and Teſtament; and that the ſaid Sum of 8*l.* in the ſaid Bill mentioned to be lent to the Defendant *E.* by the ſaid Complainant, is by the ſaid Bill pretended to be lent to the ſaid Defendant *E.* about a day or two after the Burial of the ſaid *I.D.* And, therefore for Plea to the ſaid complainants ſaid Bill, theſe *Plea.*
Defendants do joyntly and ſeverally ſay, That the ſaid *I.D.* in the ſaid Bill named died, and was buried in or about the month of *N.* which was in the year of our *Lord God* 1638. ſo as it appeareth by the ſaid Complainants own ſhewing according to the truth, that the cauſe of the ſaid Complainants Suit againſt theſe Defendants, for and concerning the ſaid Premiſſes, in caſe theſe Defendants were, or either of them was, ever ſubject or lyable to ſuch Suit, did ariſe and accrew to the ſaid Complainant above 6 years before the ſaid Complainants ſaid Bill was exhibited againſt theſe Defendants into this Honourable Court, for that the ſaid Complainants ſaid Bill, was filed on Record in this Honourable Court, upon the 26*th.* of *J.* now laſt paſt, and not before, as by the Record thereof may more plainly appear; and therefore by a Statute made in the Parliament begun and holden at *Weſtm.* the 19*th.* of *F.* which was in the 21 year of the Reign of our late Soveraign Lord King *James*, intituled, An *Statute pleaded.*
Act of Limitation of Actions for avoiding Suits at Law. The ſaid Complainant is and ought, as theſe Defendants are informed by their Council, to be barred from commencing or proſecuting her now Suit againſt theſe Defendants in this moſt Honourable Court, for, or concerning the Premiſſes. And the rather for that it appeareth by the ſaid Complai- *Former Bill. For Relief.*
nants own ſhewing in and by her ſaid Bill, that ſhe did heretofore exhibit her Bill of Complaint againſt theſe Defendants in his Majeſties Court of *Whitehall*, commonly called the Court of Requeſts, to be relieved for

and concerning the said Matters and things which by her said now Bill she seeks to be relieved. Which Bill these Defendants say was so exhibited in the said Court of Requests above 6 years since, and these Defendants put in their answer thereunto, and the said Complainant never further proceeded therein, but, as these Defendants conceived, rested satisfied with these Defendants said Answer to the said Bill. All which these Defendants offer for Plea to the said Complainants said Bill to the consideration of this most Honourable Court. And for causes of Demurrer to the said Complainants said Bill, these Defendants say that they are informed by their Counsel, that in case the Matters and Things in the said Complainants said now Bill contained, for which the said Complainant seeketh to be relieved against these Defendants, were true as in truth they are not, yet the said Complainant may have a proper remedy at the Law for the same, against these Defendants, and need not the aid of this Honourable Court concerning the same. Wherefore and for that the said Complainant doth not by her said Bill set forth any matter why she should seek relief in equity in this most Honourable Court for or concerning the said Premisses; and for that also the Scope of the Complainants said Bill, for or concerning so much thereof, the deposition of the said *W.S.* in the said Bill named, tendeth to charge these Defendants with Subornation of Perjury, whereby the said Complainant endeavoureth to draw these Defendants within the Compass of the Penal Law; and for that all Perjury and Subornation of Perjury is proper to be examined at Law, these Defendants do therefore, for the reasons and causes aforesaid and for other apparent Faults and Imperfections in the said Bill appearing, Demur in Law to the said Complainants said Bill, and humbly offer the Premisses to the consideration of this Honourable Court, and pray the Judgment of the said Court whether they shall make any Answer to the same Complainants said Bill, and that they may be hence dismissed with their reasonable costs and charges in this behalf wrongfully sustained.

Bill denied to be truth.

Defendants charge of subordination and perjury.

A Bill for an Heir at Law against his Brother, and to discover Estates, &c. and to be Defendant.

To the Right Honourable, &c.

HUmbly Complaining shew unto your Honour, your daily Orator *R. D.* of [illegible] in the County of [illegible] and Wife, for the part and behalf of themselves, and your Orator *R. D.* as Father and Guardian for and on the part and behalf of *P. D.* and *J. D.* Sons of the said *R. D.* and *A.* his Wife, being Infants under age. That *Whereas* one *P.* being in his life-time lawfully seized in his Demesn as of Fee, of his own Purchase of and in all these Lands, and Premisses, with their and every of their

Stiled in Fee by purchase.

Appurtenances, then lately at ſeveral times purchaſed of and from *A.L.* Gent. ſituate, lying, and being within the Pariſh of *B.* in the ſaid County of *G.* and alſo of and in one Cloſe called *F.* ſituate and being likewiſe within the ſaid Pariſh of *S.* then lately purchaſed of *G.* with all the Houſes and Buildings thereupon lately erected and built by the ſaid *P.P.* with all and ſingular their and every of their Appurtenances thereunto belonging, he the ſaid *P.P.* being ſo ſeized minding and intending to Settle, convey, and aſſure the ſame Premiſſes upon your Orators and their Children, your Oratrix *A.* being his Neece, on or about the 15*th* day of *J.* 1656. being of perfect mind and memory, and in his good health, made his laſt Will and Teſtament in writing, and therein and thereby amongſt other things did bequeath and deviſe unto your ſaid Oratrix *A.D.* all theſe the aforeſaid Meſſuages, Lands, and Tenements, with their and every of their Appurtenances whatſoever, ſituate, lying, and being within the ſaid Pariſh of *S.* and *B.* *To have, and to hold* unto your ſaid Oratrix *A.D.* and her Aſſigns, from, and immediately after, the deceaſe of the ſaid *P.P.* for and during and being the term of her your ſaid Oratrixes natural life and from and after her deceaſe then unto the ſaid *P.P.* and unto the Heirs of his body lawfully begotten for ever, and for default of ſuch Iſſue then unto the ſaid *I.D.* and unto the Heirs of his body lawfully begotten for ever. *And*, the ſaid *P.P.* did therein and thereby Nominate and appoint one *R.S.* Eſq; Executor of the ſaid Will, as in and by the ſaid Will, if in caſe it may be produced and ſhewed forth unto this Honourable Court, more fully, and at large it doth and may appear; which ſaid Will was afterwards ſigned and publiſhed by him the ſaid *P.P.* as his laſt Will and Teſtament, in the preſence of many credible Witneſſes, Mr. *W.* Mr. *R.* Mr. *P.* and others, and the ſaid *P.P.* having ſo made and publiſhed his ſaid Will, for the better preſervation thereof, did make ſeveral Copies thereof and did deliver the ſame Copies unto ſeveral Friends in truſt, and left the ſaid Will ſafe locked up in his Cloſet, or Chamber in his then dwelling Houſe in &c. and about one year after the making and publiſhing of the ſaid Will as aforeſaid, he the ſaid *P.P.* ſeized as aforeſaid dyed in the County of *G.* by and after whoſe deceaſe the ſaid Lands and Premiſſes, being of the value of &c. *per ann.* or thereabouts, deſcended, and came as the ſame of right ought to deſcend and come, unto your Orators and their Children in manner and form aforeſaid. And, your Orators further ſhew that out of the tender love and affection, which he the ſaid *P.P.* had and did bear unto your ſaid Orators and their Children, he the ſaid *P.P.* did in his life time for many years together place and put your ſaid Orators into poſſeſſion of the Premiſſes, to the end that your ſaid Orators might at the deceaſe of the ſaid *P.P.* the better preſerve and enjoy the ſame, and did thereupon build a fair Houſe for your Orators habitation and dwelling, always, upon ſundry occaſions, in his life time expreſſing and declaring that he intended to leave the Premiſſes unto, and to ſettle the ſame upon your ſaid Orators and their Children in manner and form as aforeſaid. *And*, ſuch his will, mind, and intention, did make known unto ſeveral perſons of good Note and Credit and

Demiſit.

will made known to perſons of good Note and Credit.

in particular unto *T.M.* Kt. the ſaid *R.S. I.P.* and *T.P.* Gent. being perſons he well affected; and ſuch as were near in relation or alliance unto him. Yet *Nevertheleſs*, Now ſo it is, may it pleaſe your Honours, he the ſaid *T.M. R.S. I.P.* and *T.P.* combining and confederating themſelves together with ſeveral perſons, as yet unknown to your Orators, although they well know the truth of the Premiſſes, to be as aforeſaid, having by ſome caſual and indirect means gotten into their hands, cuſtody and poſſeſſion, the ſaid Will and all the Deeds, Evidences, and Writings touching, and concerning the Premiſſes, minding and intending to conceal, and keep the ſame from your ſaid Orators, and to ſuppreſs the ſaid Will, whereby your Orators and their Children ſhould or might take no benefit thereby, they the ſaid Confederates have now lately made divers and ſundry ſecret and fraudulent entries into the Premiſſes, or into ſome part thereof, and have made and contrived divers and ſundry ſecret and fraudulent Eſtates thereof, to and amongſt themſelves, and do daily interrupt your Orators, in the quiet poſſeſſion thereof, and do give out in ſpeeches, That the ſaid *P.P.* died inteſtate, and made no Will at all, and the ſaid *I.P.* hath under colour thereof ſued forth Letters of Adminiſtration of the Goods, and Chattels of the ſaid *P.P.* and the ſaid *I.P.* and *T.P.* have at ſeveral times laid claim unto the Premiſſes, as Heirs, at the Common-Law, unto the ſaid *P.P.* and have thereupon made and contrived divers and ſecret entries into the Premiſſes, and Conveiances thereof, unto divers perſons unknown to your Orators, of purpoſe to deceive and defraud your ſaid Orators of their juſt right and intereſt, in and to the Premiſſes; by means whereof your ſaid Orators, and their ſaid Children are like to be very much wronged and prejudiced, and are in great danger to be ſtripped and deprived of the Premiſſes, unleſs they be therein timely relieved by the favour and juſtice of this Honourable Court. To the end and purpoſe therefore the ſaid Will and all other the Deeds, Evidences and Writings touching the Premiſſes may be diſcovered and produced, and that the Witneſſes thereunto may be examined for proving of the ſame in this Honourable Court; *And*, that the ſaid Deeds, Evidences and Writings touching and concerning the Premiſſes, may be delivered unto your ſaid Orators according as of right they ought to be, and that the truth of all and ſingular the Premiſſes may be diſcovered and ſet forth. And, to the end your Orators may be quitted and ſettled in the poſſeſſion of the Premiſſes by the decree of this Honourable Court, and may otherwiſe be relieved in and touching the Premiſſes, as in all Equity and good Conſcience they ought. May it therefore pleaſe your Honours to grant unto your Orators his Majeſties moſt Gracious Writ and Writs of Subpœna to be directed unto them the ſaid *T.M. R.S. I.P.* and *T.P.* and all other the ſaid Confederates when they ſhall be diſcovered, commanding them and every of them thereby, at a certain day and under a certain pain thereunto limited, perſonally to be and appear before your Honours in his Majeſties Court of Chancery, &c.

will, Deed, and Evidences indirectly gotten.

Fraudulent Entries and Eſtates made.

For diſcovery of the will, Deeds, Evidences, and Writings.

All

A Bill by one Tenant in Common against another, to discover in whom the Freehold of the Defendants Moiety is, That a writ of Partition may be brought.

To the Right Honourable, &c.

IN all humble manner Complaining, *Sheweth* unto your good Lordship, *R.A.* of *N.* in the County of *K.* Yeoman, That *whereas* one *M.R.* was in his life time lawfully seised in his Demesn as of Fee, of and in 80 Acres of Land, Arable, Pasture, and Wood by estimation, with the Appurtenances in *W.* in the County of *K.* commonly called or known by the name of *H.* And so being seized, he the said *M.* about 13 years sithence, died of such Estate thereof seized, by and after whose death the said Premisses did and of right ought to descend and come to one *T.B.* Esq; and unto *J.W.* Gent. as Cousens and Co-heirs of him the said *M.* and accordingly the said *T.B.* after the death of the said *M.* entred into the one moiety of the said Premisses, and the said *J.W.* into the other moiety thereof, and were thereof respectively seized in their Demesn as of Fee. *And* the said *J.W.* being of the Moiety of the said Premisses so seized, about 12 years since, he the said *J.W.* for valuable Consideration, and by good and sufficient conveyance and Assurance in the Law, did Sell, Convey, and Assure his said Moiety of the said Premisses unto Sir *T.W.* Knight, and his Heirs, by vertue whereof, the said Sir *T.W.* was of the said Moiety of the said Premisses lawfully seized in his Demesn as of Fee; and being so seized, he the said Sir *T.W.* about 7 years since did also for valuable considerations by good and sufficient Conveyances and Assurances in the Law, sell, convey, and assure the said Moiety of the said Premisses unto your said Orator *R.A.* and his Heirs, by vertue whereof, your said Orator was and still is thereof lawfully seized in his Demesn as of Fee. And, because your said Orator holding his said Moiety of the said Premisses as Tenant in Common undivided cannot improve the same, nor take so much benefit thereof as otherwise he might do, if he held the same in severalty, therefore your said Orator hath been often times very earnest with the said *T.B.* that he would agree and consent to an equal partition to be made between them of the said Premisses; but so it is, may it please your Lordship, That the said *T.B.* being unwilling that a Partition should be made thereof, and thereby fearing lest he should be compellable thereunto by Writ of Partition at the common-Law to be brought against him by your Orator, he the said *T.B.* thereupon by combination with Sir *T.S.* Kt. and Dame *A.* his Wife, hath made and contrived to them or one of them, or to some other person or persons unknown to your Orator, divers secret or other Estates of and in the other Moiety of the said Premisses, or of some part thereof of purpose that your Orator should not know against whom to bring his Writ of Partition for the equal and indifferent parting and dividing of

How seized.

The Moiety held as Tenant in Common.

the said Premisses. And although your said Orator hath often times requested the said *T.B.* Sir *T.S.* and Dame *A.* that they would agree and consent to an equal partition to be made of the said Premisses, or else, that they would discover and make known to your said Orator in whom the immediate Freehold and the Inheritance of the said other Moiety of the said Premisses do rest and remain, yet they have utterly and still do refuse so to do. In tender consideration whereof, and for as much as your said Orator by the means aforesaid is likely to be defeated and disappointed of his remedy at the Common-Law to obtain any partition of the said Premisses: And to the end that the said *T.B.* and Sir *T.S.* and Dame *A.* his wife, may come into this Honourable Court to Answer the Premisses, & may be compelled to set forth upon their Corporal Oath, what and what manner of secret or other Estates of and in the said other Moiety of the said Premisses, or any part thereof, they or any of them had made or contrived to or among themselves or any of them, or to any other person or persons, and to whom by name, and to whom the immediate Freehold and the Inheritance of the said other moiety of the said Premisses, doth now rest and remain, May it please your good Lordship to grant unto your said Orator, &c.

To discover in whom the immediate Freehold and inheritance is.

A Bill to discover an Award, and other Writings in the Defendants hands.

To the Right Honourable, &c.

IN all humble manner Complaining, *sheweth* unto your Lordship, your Orator *G.M.* Rector of the Parish Church of *W.* in the County of *S.* Clerk: That *Whereas* your Orator in right of the said Church was and is seized for term of his life of and in all and singular the Tithes, of what nature and kind soever they be, yearly and every year growing, accrewing and arising within the said Parsonage, to which Parsonage the Hamlet of *W.* is appurtenant, and all the Tenants and Farmers of Land in the said Hamlet, have for all the time whereof the memory of Man is not to the contrary used to pay all their Tithes coming, arising, and growing on all and singular their Tenements unto the Rector of *W.* in kind, or compounded with him for and concerning the same, and in particular one *J.W.* of *W.* aforesaid, and all these from whom he claims, have time out of mind used to pay or compound for their Tithes in manner aforesaid. *And* the said *J.W.* did till of late, (that is to say, till the month of in the year of our Lord 1659.) pay his said Tithes unto your Orator as Rector of the said Parsonage, but then failed to pay his said Tithes, whereupon there was like to be difference and a Suit in Law betwixt your Orator and the said *J.W.* concerning the said Tithes; for avoiding whereof, your Orator and the said *J.W.* did by the mutual consent and assent each of other, for the ending and determination of that Controversie refer themselves unto the Arbitrement and Award of *J.J.* and *R.T.* Gent. and

Recital how seized.

Reference to Arbitration how.

and bound themſelves each to other in an aſſumpſit of 20 l. a piece, by delivery of 6 d. each to other for performance of the ſaid Award; after which ſubmiſſion, the ſaid Arbitrators heard what could be alledged on each ſide, and upon full and deliberate hearing of the Allegations of both parties, they the ſaid Arbitrators did by Writing under their hand bearing date in or about the month of &c. paſt, order and Award, That the ſaid *Award.* *J.W.* ſhould pay unto your Orator for the ſaid years Tithes ſo arreared as aforeſaid, the Sum of 6 *l.* upon the 4*th.* day of *S.* then following, and now laſt paſt, as in and by the ſaid Writing of Award, if your Orator had the ſame to ſhew, would more plainly and at large appear: The which Award, the ſaid Arbitrators did deliver or cauſe to be delivered unto the ſaid *G.M.* and your Orator expected according to the true intent and meaning of the ſaid Award, to receive the ſaid 6 *l.* and that the ſaid *J.W.* would thenceforth pay unto your Orator his ſaid Tithes in hand, or compound with him for the ſame. But now ſo it is (May it pleaſe your Lordſhip) that the ſaid *J.W.* having by Caſual or ſome indirect means, gotten the ſaid Award, and all the Deeds, Evidences and Writings, which would prove the ſaid Lands to be Tithable, into his cuſtody, he hath and doth conceal the ſame, and will not diſcover where they are, nor how he hath diſpoſed thereof; And now refuſeth and denieth to pay the 6 *l.* unto your Orator: And ſometimes giveth out in ſpeeches, that there was no ſuch Award: And ſometimes the ſaid *J.W.* will acknowledge, that the ſaid Arbitrators made an Award, and ordered, That the ſaid *J.* ſhould pay for his Tithes during ſo long time as your Orator ſhould be Rector or Parſon of *W.* aforeſaid, 6 *l.* *per annum*: Whereas the ſaid *J.W.* knoweth, that the ſaid reference extended no further, than to ſettle a Peace betwixt your Orator and the ſaid *W.* for the ſaid one years Tithes: And the ſaid Arbitrators never intended any further, howbeit the ſaid *J.W.* upon pretence aforeſaid, doth endeavour to force your Orator to take 6 *l.* *per annum* for the ſaid Tithes; whereas the ſame are worth commonly 10 or 12 *l.* *per annum* (as the ſaid *J.W.* well knoweth. And ſometimes the ſaid *J.W.* being refractory to the Church of England giveth out ſpeeches, that no Tithes are to be paid; by which untrue pretence, your Orator for the preſent, and his Succeſſors, Rectors, and Parſons of the ſaid Church of *W.* aforeſaid, are like to be defeated not only of the ſaid 6 *l.* but alſo of the Tithes due and belonging to the ſaid Church: All which doings of the ſaid *J.W.* tend to your Orators great wrong and prejudice, and are contrary to all Right, Equity, and Conſcience. In tender Conſideration of all which Premiſſes, and for as much as your Orator hath no means at the Common-Law to help himſelf in the Premiſſes, partly for want of the ſaid Award, Deeds, and Evidences, and Writings: And partly for that the Witneſſes which ſhould prove the truth of the Premiſſes are ſome of them lately dead, and the reſt of them gone beyond Sea, or into places remote, and to your Orator unknown. In this caſe your Orator is properly to be relieved in the Premiſſes in courſe of Equity, whereby the oath of the ſaid *J.W.* and by other Inducements and Circumſtances, your Orator hopes to diſcover ſuch matters as ſhall induce this Honourable Court to Relieve your Orator in the Premiſſes, To, &c.

Surmiſe that by indirect means the ſaid] W. *having gotten the Award.*

A.

A Plea and Demurrer to a Bill of Review.

The Joynt and several Plea and Demurrer of J. C. *and* C. C. *Defendants to the Bill of Review of* J. H. *Complainant.*

THe said Defendants say, they are advised by their Council, That the said Bill of Complaint is irregular and Insufficient, and such whereunto they are not by the Rules of this Honourable Court Compellable to Answer: The Scope and Substance thereof, of the Complainants own shewing appears to be, That these Defendants did heretofore Exhibit a Bill into this Court against &c. setting forth, That &c. *Whereunto* these Defendants do Demur: For that it doth appear, as by the Rules of this Court it ought; before the Bill of Review be allowed, That the now Complainant hath obtained any Leave or Licence of this Honourable Court to exhibit his Bill of Review; nor that the Complainant hath entred into a Recognizance with Sureties before a Master of this Court, for satisfaction of the Defendants costs and damages, in case the Bill of Review be dismist, or give notice to these Defendants of his so doing, nor that the Complainant hath yielded any Obedience to, or performed the said Decree, either by bringing in the Deed, &c. Wherefore, and for that it doth not appear, that the Complainant hath observed the Rules of this Court in any of the particulars aforesaid: And for that of the Complainants own shewing, It doth appear, that the said Decree was regularly had and made upon full hearing, and for that there is no Error in Law set forth in the said Bill of Review, to be appearing in the body of the said Decree, which is any way sufficient to induce this Honourable Court to reverse the said Decree: The supposed Errors in Law therein assigned, being meerly specious, and, leading principally to draw again into Examination matters of Fact already examined in the first Suit: For that as of the Complainants own shewing it appears, that the very same matters were all fully in Issue of the said Cause, and duly debated and given in Evidence at the time of the hearing thereof, when the said decree was made. *And* for that the Complainant for ought appears by the said Bill, hath not so much as alledged any new matter at all which was not in Issue before; whereby to induce this Honourable Court to re-hear the said Cause, and change the matters decreed, save only a meer pretence without any oath made for the truth thereof (as the Rules of this Court require,) That it is lately come to his knowledge, that his Father and Mother did levy a Fine, &c. to the use, &c. Which if admitted to be true, the Complainants Ignorance thereof, is no ground at all for a Bill of Review, or to induce this Court to reverse the said Decree, being an Allegation which may be made in all cases, but is not such new matter whereof the Complainant could not by any possibility have had notice thereof at the time

Reasons of Demurrer.

Reason: of no ground of the Bill of Review.

time of the making of the said Decree, as by the Rules of this Court is in that case provided. *And* if any such Fine &c. was, it appears it was subsequent to the said Settlement upon which the Decree is grounded. And here is nothing alledged in the said Bill which ought to alter the said Decree, but the same as it was made upon great deliberation, so it was upon just grounds, notwithstanding any thing in the said Bill alledged, which tendeth only to bring into examination the same things which were heard before, and settled and decreed as aforesaid, *Therefore*, and for divers other Imperfections in the said Bill appearing, these Defendants demur and abide in the Law to the Complainants said Bill of Review, and humbly pray the Judgment of this Honourable Court, whether they shall be enforced to make any other Answer thereunto, or the Complainant be permitted to proceed any further thereupon: and pray to be hence dismissed.

If any Fine it was subsequent to the settlement upon which the former decree was grounded.

Prays Judgment of the Court whether the Defendant shall be forced to make any other Answer.

A Bill to set aside a Release gained by Circumvention.

To the Right Honourable, &c.

IN all humble manner complaining, *sheweth* unto your Lordship, your Orator *J.D.* of *G.* in the County of *M.* Esq; that whereas heretofore, that is to say, in or about the Month of *M.* 1640. *P.T.* of *S.* in the County of *B.* Gent. &c. and *E.L.* of *W.* in the County of *B.* Gent. and *J.P.* of *L.* in the County of *B.* Gent. did all of them joyntly and severally become bound unto your said Orator in one Bond of the penalty of &c. for the payment of, &c. with Interest of the same at a day then to come, and now long since past; And the said Obligors failing to make payment of the said Money to your said Orator, he did cause the said Bond to be put in Suit at the Common-Law against them, and thereupon obtained 3 several Judgments, namely one Judgment against the said *J.P.* in Trinity Term, in the 22 year of the Reign of the late King *Charles*, in the Court of Upper Bench for &c. debts, &c. damages and costs; and one other Judgment in the Court of Upper Bench against the said *P.T.* in Trinity Term in the 23 year of the Reign of the late King of &c. debt and &c. costs of Suit. And one other Judgment against the said *E.L.* in the Court of Upper Bench in Trinity Term, in the year of &c. of &c. debt and &c. costs of Suit, as in and by the Records of the said several Courts where the Judgments are had, reference being thereunto had, may more at large appear. And your Orator further sheweth, That he having obtained such Judgments, did for the prevention of further trouble and charge, apply himself to the several Obligations, to have payment of the said money; but they took no course thereabout; and having made divers fraudulent conveyances, and assurances of the Lands, and Tenements, and other Estate, one to the other, and to others in trust for them, or some of them, which was done to

How the Defendant became indebted.

Recital of application for payment to the Obligations the Defendant took no course.

to defraud their respective Creditors; and particularly, that your said Orator should have little or no fruit of his said Judgment, whereupon your said Orator for the discovery of an Estate, to the end that he might obtain some fruit of his Judgment, was forced to perfect his Bill of Complaint unto this Honourable Court against the said *P.T. E.L. I.P.* and others, to discover the said fraudulent Conveyances, and dispositions. And at length your said Orator did find out that the said *I. P.* was then seised in his demesn, as of Fee, or some other good Estate, of and in divers Lands and Tenements, in the said County of *B.* whereupon your said Orator did on or about the 4th day of *M.* in the 13th year of &c. cause a Writ of *Elegit*, to be sent forth of the said Court, upon the said Judgment against the Lands and Tenements, of the said *I.P.* directed to the Sheriff of the County of *B.* who in Execution of the said Writ did deliver to your said Orator the possession of certain Lands and Tenements of the said *I. P.* and it is returned thereupon, that the same were the Moiety of all the Lands and Tenements whereof the said *I.P.* was then or since the time of the said Judgment seised, as by the Records thereof, relation being thereunto had, may appear, by virtue whereof your Orator ought to have had the possession thereof delivered unto him; and also your Orator took out one or more Writ or Writs of *Elegit* upon the said other Judgments against the said *P.T.* and the said *E.L.* to the end he might satisfie himself the said Debt the sooner, but your said Orator could not for a long time get the same Executed. And your Orator *sheweth* that at length, that is to say, in or about the month of &c. in the year &c. your said Orator at his great cost and charges got the said *E. L.* being under arrest, to be charged with an Action of &c. who being under such arrest your said Orator and he came to an agreement, which was to this effect. Namely, That he the said *E.L.* should pay to your said Orator the sum of &c. in full of the said Debt, and that upon such payment of the said &c. to your said Orator, he your said Orator should assign over to him the said *E.* or to *T. L.* Son and Heir apparent of the said *E.* and in trust for him the said *E.* the said two several Judgments so obtained against the said *P. T.* and *I. P.* and all the benefit and profit thereof, to the end that he the said *E. L.* or the said *T. L.* on his behalf, being as he then pretended only bound or surety with the said *P.T.* and *I.P.* in the said Bond, reimburse himself of the said Mony so by him paid to your said Orator aforesaid. And thereupon there was a certain Writing drawn in the nature of a Letter of Attorney or Deed of Assignment, bearing date in or about the &c. day of &c. reciting thereby the said two several Judgments, had and obtained by your said Orator against the said *P.T.* and *I.P.* as aforesaid, and expressing that your said Orator, for, and in consideration of the sum of &c. by the said *E.L.* paid to your Orator, did at the request, and by the special directions of the said *E. L.* testified by his being party thereunto, Grant Assign, and set over unto the said *T. L.* the said two several Judgments and all his Interest and Estate, in and by the said reicted *Elegit*, and Extent thereupon, and all the Advantage and benefit that he your said Orator might have or receive thereby. And did thereby constitute nominate

Elegit sued forth against the Lands.

Possession delivered pursuant thereunto.

T.L. being under Arrest, J.D. came to agreement.

Manner of agreement.

Writings made

Consideration for Assignment of two several Judgments.

use and behoof of the said *E. L.* to ask, levy, recover, and receive the Money due upon the said Judgments; and to do all other lawful Acts and Things as an Attorney in such cases could or ought to do; and your said Orator did therein and thereby covenant, that he your said Orator had not before, nor at any time after should, without the consent of the said *E. L.* his Executors, Administrators, and Assigns, in that behalf first had and obtained in Writing, release or discharge the said *P. T.* and *J. P.* their or either of their Executors, and Administrators, or any of them, of and from the said Judgments or either of them, or in any manner hinder, delay or disclaim or barr the same, or either of them, or any Suit therein to be commenced without the like consent of the said *E. L.* his Executors, Administrators, or Assigns; nor should nor would do, or cause to be done any other Act or Thing whereby the said Judgments or any of them, or any Writ or Writs of Process or Processes concerning the same, or any of the Proceedings of the said *T. L.* his Executors Administrators, and Assigns, upon the said Judgments or Extents, or any of them, should or might be hindred or stayed, impeached, released, discharged, determined, barred, or avoided, with divers other Covenants and Agreements in the said recited Deed of Assignment or Letter of Attorney mentioned and contained: And by the said Letter of Attorney (if the same may be produced to this Honourable Court) relation being nevertheless thereunto had, may more at large appear. For performance of which Covenant, the said *E. L.* and *T. L.* did draw your said Orator to enter into a Bond of the penalty of &c. bearing date on or about the &c. in the year &c. And your Orator sheweth, That within few days after the ensealing and delivery of the said Letter of Attorney and Bond, one *W. P.* Son and Heir of the said *J. P.* together with *J. R.* and *R. K.* two Attorneys at Law, who had for some ill end and purpose before combined with the said *P. T. E. L. T. L.* and *J. P.* and divers other persons to your Orator unknown, which the said Combiners do very well know, and your Orator prayeth they may discover and set forth by their Answer hereunto, whose names when your Orator shall have so discovered, he humbly prayeth they may be herein inserted, and made parties to the Bill of Complaint, with apt words to charge them, who all know and had notice of the Passages aforesaid. And they the said *W. P.* the Son of *J. P.* and *A. R.* came to your Orator, and told him that *E. L.* pretended to them, that he had paid your Orator the said Sum of &c. and had an Assignment of the Judgments obtained against his Co-Obligors, and threatned to proceed against them in your Orators name, and desired to be satisfied of the reality of the payment of the said &c. whether the said *E. L.* did really pay the same to your Orator or no; who acknowledged to them, that he had really and *Bona fide* received the said Sum of &c. of the said *E. L.* but the said Confederates aymeing at some further advantage to themselves, and to prejudice and Surprise and Circumvent your Orator: and, to the end they might the better be assur'd thereof as was pretended, did desire further, that your Orator would give a Receipt under your Orators hand of the said &c. so received of the said *E. L.* Whereupon your said Orator, conceiving

Relation to a Letter of Attorney.

Combination of two Attorneys, &c.

ving they had meant fairly, and not mistrusting any ill dealing in the Premisses, did bid the said Confederates or one of them, draw such Receipt whereupon the said *W.P.* or some one of the said other Confederates (but which of them your said Orator knoweth not) did draw a Writing in Paper, and did read the same to your said Orator, as if the same had been no other than an acknowledgment of the receipt of the said, &c. And that your said Orator did understand and take the same to be. *And* so it was and no otherwise, as your Orator believeth. *But* they the said Confederates perceiving as they have often since declared, that the same was not available for their purpose, did, as it seems, unknown to your Orator, write another Note, wherein were words contained amounting to a discharge of the said Judgments: which your Orator not taking notice of, nor suspecting any other thing to have been written than what they first read to him, he did as it seems sign the same Note; which however it was made or drawn, your Orator did intend the same for no other than meerly an acknowledgment of the receipt of the said, &c. according to the pretence of the said Confederates, and did not intend that the same should signifie and be of any other force, than to declare the receipt of the said Money, and so your said Orator did several times express himself, as the said Confederates do well know to be true, and they did seem to desire no more. *But*, they the said Confederates having obtained your Orators hand to a Note or Writing, the contents or effect whereof your Orator cannot set forth, but the same is well known to the said Confederates, though your said Orator did only set his hand thereunto and not his Seal, they do now pretend, that the said Note did bear date the day of &c. and that your Orator did set his Seal thereunto: and if no Seal was thereunto, yet the same is so penned, as that it is a clear discharge in Law of all the said Judgments and Extents. *Whereas* in truth, your Orator did not set any Seal thereunto, nor did ever intend to discharge the said Judgments or Extents, or any of them, nor did the said Confederates desire your Orator so to do; and if any Seal be set unto such Note or Writing, or, by the penning thereof, the Judgments are by construction of Law discharged, such Seal was not affixed by your said Orator, or with his consent or privity; but the same was done, and some alteration in the said Note or Writing made by and between the said Confederates or one of them, or by some person or persons known to the said Confederates or by or with the direction, privity, or consent of them, or some or one of them, which was done purposely by fraud and circumvention unduly to get some discharge of their said debts. *Whereas* the said *W.P.* hath since confessed to your Orator, That he proffered to *E.L.* or his Lady, the Sum of &c. or some other Sum of Money, to be discharged of the said debt, or used words to that purpose, or the like effect. *And*, the said Confederates in further prosecution of such their Confederacy, do pretend that your Orator by such Note hath acknowledged himself satisfied of all the said Judgments, That therefore the *Elegit* against the said *J.P.* his Estate and all the proceedings had thereupon, and the said other Judgment had against the said *P.T.* and all the proceedings thereupon, are discharged and ought

Seal to the Release or Note denyed.

Pretence of satisfaction.

ought to be vacated and set aside. And, in pursuance of their said Confederacy, the said *J.P.* hath lately brought against your said Orator in the Court of Kings Bench a Writ of *Audita Querela*, and hath declared there against your said Orator upon the said Note, and pretends, that your said Orator having thereby acknowledged himself satisfied, as is pretended, the said *Elegit* had upon his Estate ought to be discharged. And, in further pursuance of the said Confederacy, the said *T.L.* hath also put the said Bond of &c. in Suit against your said Orator, or indends so to do, intending to recover the whole Penalty thereof, pretending that your Orator hath by the said Note or Writing broken the Covenants contained in the said Letter of Attorney; when as the same was not desired nor intended to be of any larger Extent in expression, or in its operation, than to signifie that your said Orator was really paid the said Sum of, &c. And it was not desired nor agreed, nor intended that such Note or Writing should extend to discharge any of the said Judgments or Extents, nor was there any reason it should so be, for that your Orator did not receive any consideration whatsoever to move him thereunto, but he did the same voluntarily and meerly of courtesie; and therefore if any such words be comprised in such Note, purporting that your Orator did acknowledge himself satisfied of the said Judgments, the same was done by practice between the said Confederates, purposely to circumvent and defraud your Orator; and therefore the same ought not to be made use of for such purpose as the said Confederates do intend to make use thereof, namely to vacate the said Judgments, and so to make your said Orator liable to the Penalty of the said Bond. And, the rather for that the Seal if any be thereto affixed, it is since done, as the said *W.P.* *J.R.* and *A.K.* who were present at the making and drawing thereof, do know, and who did the same; and also, that your Orator did not set any Seal at all to the said Note. And, your Orator humbly hopes, that the said Writing, if the same be so penned as the said Confederates do pretend, ought to be set aside by this Honourable Court, and ought not to be set on foot against the said Judgments, nor to operate to release or discharge the said Judgments, the same having been obtained from your Orator in such undue manner as is aforesaid. In tender Consideration whereof, *And* for as much as your Orator is remediless in the Premisses at the Common Law, and only relievable in this Honourable Court, and the rather, because all the Witnesses which can prove the Premisses to be true, are either dead, gone beyond the Seas, or removed unto places remote, unto your Orator unknown, and he hath expended above the Sum of &c. in prosecution of Suits to recover his just debt. To the end therefore, that the said *E.L. T.L. J.P W.P. J.R. A.K.* and the said other unknown persons when their names shall be discovered, may true Answer make to all and singular the Premisses; more especially, that they discover whether or what alteration or alterations, have been made in the said Note or Writing since your Orator signed the same; and when, and by whom; and whether by direction of them, or any or which of them; and discover further, who drew the said Receipt, and whether your said Orator did

Declared in the Kings Bench against the Orator upon the said Note.

Satisfaction by the said Note done by practice &c.

Seal if any be affixed it is done since.

Prays the said Note may not appear but may be laid aside.

did set any Seal thereunto: And by whom such Seal (if any) was set thereunto; and when and where, and who were Witnesses to the Sealing thereof; and that the said Note so fraudulently contrived and undulyobtained from your said Orator as is aforesaid may be set aside by the Decree of this Honourable Court, and that all and every the said plots and practices may receive Examination in this Honourable Court, and that in all and every the Premisses, your said Orator may be relieved according to Justice and Equity: May it please your Lordship to grant unto your Orator the Process of this Honourable Court, to be directed to the said *E.L. T.L. J.P.* Gent. *W.P. A.K.* and *J.R.* thereby commanding them and every of them, &c.

Demurrer to a Bill in Chancery *for suing 2 men for several causes, but the Combination is to be denied if any charged in the Bill.*

Protestation. THe Defendant *T.N.* by Protestation not acknowledging or confessing any of the matters or things in the Complainants Bill of Complaint to be true in any such manner and form as they are therein set forth, expressed, and declared, saith; That *forasmuch* as it appeareth upon the Plaintiffs own shewing in his Bill, that the same is exhibited against this Defendant and the Defendant *S.S.* Gent. in the Bill named for several and distinct matters of several natures, the Plaintiff in his Bill seeking to be relieved against this Defendant *T.* for the performance of an Agreement supposed to be made by this Defendant *T.* with the Complaint touching and concerning this Defendants supposed relinquishing and passing of his Interest of and in the 4*th.* part of the Excise and new Impost set and imposed upon Beer, Ale, Cider, Perry, and all other Commodities Exciseable, which should be made, brewed, grow, imported, consumed and spent in the West-Riding in the County of *Y.* the City of *L.* and the Ansty thereof. *And also*, the Plaintiff in his Bill against this Defendant *T.N.* seeking relief against an Action of the Case brought by this Defendant against the Complainant in the Court of Kings Bench for 100 *l.* and 1000 *l.* promised by the Plaintiff to this Defendant. *And* the said Bill against the said *S.S.* therein named, is to be relieved against an Action of the Case by the Bill alledged to have been brought by the Defendant *S.* against the Plaintiff in the Kings Bench, upon the Plaintiffs promise to pay the Defendant *S.* 100 *l.* *Wherefore* and for that the said Bill so exhibited is irregular, and not any ways warranted by the Rules of this *Honourable Court*, in regard the same containeth several matters against several Defendants of several and distinct natures not having relation the one to the other, and so in effect the said Bill being several Bills against several Defendants which, should the same be admitted, several and distinct examinations must be had, and this Defendant drawn to take Copies of long pleadings and examinations that do not concern him, and which would be vexatious, and draw a double and unnecessary charge upon this Defendant, and upon which no Decree at last can be made against this

Nature of the Bill.

Irregularity of the Bill.

Answer, and for divers other defects and imperfections in the said Complainants Bill appearing, this Defendant demurreth thereunto and humbly demandeth the Judgment of this Honourable Court, Whether he shall be compelled to make any Answer to the same: *And* humbly prayeth to be dismissed, &c.

A former Suit depending for the same Matter.

Denies the Bill to be true.

The Defendant not acknowledging all or any of the matters and things in the said Bill of Complaint to be true in such sort as the same are therein and thereby set forth and declared, *saith* That *for* as much as it appears by the Plaintiffs own shewing, That the Complainant did heretofore exhibit his Bill of Complaint against this Defendant as Executor to the Lady *C.* and *J. D.* named for another Defendant in his Majesties Court of *White-hall* at *Westminster*, seeking thereby to be relieved against the Bond of 2000*l.* conditioned for payment of 2000*l.* with interest in the said Complainants now Bill mentioned, wherein the said Complainant and the late Lady *C.* stood joyntly and severally bound to the said *J. D.* and pretended payment of the said Debt, or at least, that the Complainant ought not to be charged therewith. *And* for as much also as it appears upon the Plaintiffs own shewing, and the truth so is, That this Defendant as also the said *J. D.* answered the same: In and by which Answer, this Defendant did set forth, That the said 2000*l.* was the proper debt of the said Complainant as he believed, And that the said Complainant was first named in the said Bond: And that the same was unpaid, for ought he did know to the contrary: *As* by the said Answer, whereunto reference being had, more fully appeareth. Who, the said Complainant in and by his now Bill exhibited into this Honourable Court, prayeth Relief against the said Bond & debt thereby payable, so as the matter thereof is the same set forth in the Court of Requests, & is in substance the same for so much as concerns the said Bond: which Suit in the said Court of Requests for ought is alledged in & by the said Complainants now Bill, yet depends undismissed: and it appears not, that the said Court is taken away, but the proceedings in the same, for ought appears by the said Complainants now Bill, may go on and be hereafter determined, which the Complainant best knows, he being one of the Masters thereof. *And* the substance of the Complainants now Bill being the same with that in the Court of Requests, *And* there being no Equity pretended in this Bill, that was not in that, But only an Allegation, that there is a cessation of proceedings there. And yet the Complainant seeks to be relieved here originally (upon the same matter in the Court of Requests set forth by Bill as aforesaid) to be relieved in this Court upon the matter so there complained of, and wherein the cessation is pretended to be. Whereby this Defendant is subject to be troubled and sued in two several Courts for one and the same Cause; which double vexation in two Courts for one and the same matter ought not to be admitted (as this

Sets forth the proceedings.

Defendant sets forth that the 2000 l. was the proper Debt of the Complainant as he believes, &c.

Allegation.

How the Defendant is subject to double.

Defendant is advised (especially since this Complainant who is a Mafter of the said Court, may go on (if he please) upon that Bill for ought is alledged by this Bill to the contrary. Therefore, as to so much of the said Complainants now Bill as the matter thereof is comprehended in the said Bill in the Court of Requests, this Defendant doth demur in Law, and humbly demands Judgment of this Honourable Court, Whether he shall be compelled to make any other or further Answer thereunto.

Demurs in Law and demands Judgment.

Upon an Outlawry.

THe said Defendant, confessing or acknowledging all or any of the Matters or things in the Complainants Bill of complaint to be true in such manner and form as they are therein declared and set forth, Saith, doth and will averr and prove, That the said *J. B.* the Complainant on the Monday before the Feast day of St. *Martin* the Bishop in Winter, in the 44th year of her Majesties Reign, was lawfully Outlawed in Law at the Suit of *A. B.* in an Action of Debt brought in the Court of Common Pleas against the said *J. B.* the Complainant, and as yet he the said Complainant standeth Outlawed as aforesaid. By reason whereof, these Defendants demand Judgment of this Honourable Court, Whether the Complainant ought to be answered unto: *For that* he the said Complainant is out of the protection of the Law to sue during the time he remaineth Outlawed as aforesaid. The Record of which *Outlawry*, these Defendants do offer to shew forth to this Honourable Court under the Seal of &c. And doth averr that the said Complainant *J. B.* and the said *A. B.* in the same Writ named is one and the same person and not another person, *And* do humbly demand Judgment of this Honourable Court, Whether they shall make any further Answer to the said Complainants Bill, until he hath discharged her self of the said Outlawry.

When Outlawed.

Offer to shew the Record.

Averment of being one and the same person.

Demands Judgment &c.

Where the Complainant hath remedy at the Common Law, the Defendants being Purchasors.

THe said Defendants, not acknowledging or confessing any thing in the Bill of Complaint to be true as is pretended, do joyntly and severally demur in Law unto and upon the said Bill of Complaint, & the matters therein contained. And whereunto they say they are not by Law bound to answer or compellable to make any Answer, whereof they humbly demand the Judgment of this Honourable Court. *And* for cause of Demurrer according to Law, and the present setled Orders and course of this Honourable Court, the Defendants and every of them saith, That the said Complainant by his said Bill of Complaint doth set forth and shew, That the said *C. A.*

Not confessing any thing in the Bill to be true. Demur according to Law and the present setled Order of the Court.

the Bill named, by Indenture bearing date the &c. for valuable Consideration, did grant unto the Complainant and his Assigns, one Annuity or Rent-Charge of 20*l.* *per annum*, to be issuing out of all the Lands and Tenements in question in the Bill specified for and during the natural life of the said Complainant; which Annuity or Rent-Charge is set forth by the said Bill of Complaint, to be made and granted before such time as any of the Defendants had purchased any of the Land in question. And it is further declared by the said Bill of Complaint, That the said *C. A.* shortly after the said Annuity or Rent-Charge of 20*l.* was so made and granted unto the said Complainant, did confess and acknowledge a Judgment of 200*l.* in his Majesties Court of Kings Bench at *Westminster*, which standeth still in force, which Judgment was intended to be defeazanced for the true and quiet enjoyment of the said Annuity and Rent-Charge. And it appeareth *further* by the said Bill of Complaint, That the Complainant hath sued forth a *Scire facias* against the Defendants or some of them as *Terr-Tenants* to the Lands in question, who have pleaded several Pleas of *Non-Tenure*, *Joynt-Tenancy*, and Dischargement unto the said Writ of *Scire facias* in the same Court of Kings Bench, which Pleas do there still depend undetermined. *And* the Scope of the Bill, is, to compel the Defendants being purchasors, for valuable Consideration, to discover their several Estates and Tenancies of and in the said Lands in question, to enable the Complainant, and inform him how to reply, plead, or take Issue upon the several Pleas to the said Writ of *Scire facias* pleaded to, & now depending in disadvantage of the said Defendants being purchasors, & to make themselves subject and liable to the Penalty of the said Judgment of 200*l.* which by the favour of this High and Honourable Court the said Defendants being Purchasors, are not compellable or to be forced to do, as well for that the Law hath provided a Remedy against *Fernors* of Profits, where the Tenants are not known, as for that it appeareth by the said Bill of Complaint, That the Complainant hath a legal and good remedy by the ordinary course of the common Law, for the Recovery of the said Annuity or Rent-Charge in question out of the purchased Land in question, which doth suffice the Complainant, as it seemeth. But he would have aid of this Honourable Court in equity to recover the penalty of a Judgment against Purchasors, which this Honourable Court they hope will not permit. For which Causes, and for divers other Defects and Insufficiencies in Law in the said Bill of Complaint appearing, the said Defendants and every of them do Demur in Law unto and upon the said Bill of Complaint and the matters therein contained. *And* do humbly pray the Judgment of this Honourable Court, Whether they shall be enforced to make any other or further Answer thereunto.

Manner of the Annuity before Lands purchased.

Demurrer prays Judgment whether they shall be forced further to answer.

Upon the Statute of Limitations.

Not confessing the Bill &c. Plea wherein the Act is recited.

THis said Defendant not confessing or acknowledging, &c. For Plea thereunto saith, That by an Act of Parliament holden at *Westminster* in the County of *Middlesex* in the 21 year of *James* late King of *England* for Limitation of Actions, and for avoiding Suits in Law; It was Enacted, That all Actions of Trespass, *Quare clausum fregit*; all Actions of Trespass, Detinue, Actions *Sur Trover* and *Replevin*, for taking away of Goods and Chattels; all actions of Accompt, and upon the Case, other than such Accounts as concern the Trade of Merchandise between Merchant and Merchant, their Factors or Servants; all Actions of Debt grounded upon any Lending or Contract without Specialty; All Actions of Debt for Arrearages of Rents; And all Actions of Assault, Menace, Battery, Woundings, and Imprisonment or any of them, which shall be sued or brought at any time after the end of that Session of Parliament, should be commenced and sued within the time & limitation in the same expressed, and not after; (*That is to say*) The said Actions upon the Case (other than for slander) and the said Actions for Accompt, and the said Actions for Debt, Trespass, Detinue, and Replevin for Goods and Chattels, and the said Actions of Trespass, *Quare clausum fregit*, within three years after the end of that Session of Parliament, or within six years next after the Clause of such Actions or Suit, and not after. Forasmuch as

The Scope of the Complainants Bill.

the Scope of the Complainants Bill is not to be relieved in this Honourable Court against this Defendant for Detinue of certain Goods pretended to be in the Defendants hands (and not being any accompt concerning the Trade of Merchandise between Merchant and Merchant, their Factors or Servants) above three years after the said end of Session of Parliament, and above six years after the pretended Cause of such Action or Suit; and no Suit hath been commenced within the time in the said Act of Parliament limited; This Defendant is by his Counsel advised, that the Complainant ought not to be relieved for the said pretended Detinue, &c.

Defendant advised by Council that the Complainants not relievable.

A Bill to discover Writings and an Estate belonging to an infant.

To the Right Honourable, &c.

HUmbly complaining, *Sheweth* unto your Honours, your Orator *J. T.* of *L.* Esq. Son and Heir, and also Executor of the last Will and Testament of *R. T.* sometimes of *L.* in the County of *E.* Gent. deceased; That whereas the late Queen *Eliz.* of blessed Memory, was seised in her Demesn as of Fee, of and in all that Grange or Mannor called *W.* with the Appurtenances parcel of the Mannor of *W.* in the County of *E.* and her late Majesty being so seised thereof, by her Highness Letters Patents under the great Seal of *England*, bearing date the 10*th* day of *O.* in the year of the said late Queen, did demise and grant the said Mannor and Grange called *W.* with all and singular the Appurtenances, unto the Right Honourable *J.* late Earl of *L. To have and to hold* unto the said Earl his Executors, Administrators, and Assigns, for the term of &c. to begin and take place after the end and expiration of a former Lease granted of the Premisses, unto one *M. W.* by Indenture dated the 16*th* day of &c. in the year, &c. of King *E.* the 6*th* for the term of &c. to begin from the Feast of St. *M.* then last past before the date of the said Lease, the said *E.* rendring and reckning and paying, during the said term of &c. the yearly Rent of &c. as by the said Letters Patents, relation being thereunto had, more at large appears. The Interest of which said Term of &c. by several mean and good Conveyances and Assurances in the Law, in or about the year of our Lord &c. for great and valuable Considerations, lawfully came to and were vested and settled in your Orators Father, for and during all the then rest and residue of the said Term of &c. then to come and unexpired. *And* your Orators said Father into the said Mannors, Lands and Premisses, entred, and was thereof lawfully and actually possessed, and did take and receive the Rents, Issues, and Profits thereof, & did demise, Lease and dispose the same for years and otherwise, to divers persons at his will & pleasure. And your Orator sheweth, That your Orators said Father was in his life-time also lawfully seised in his Demesn as of Fee, of and in all that the Mannor of *T.* and *T.* in the County of *K.* and of and in all that the Farm of *L.* and certain Lands bought of one *R.* called *M.* with all and singular their Appurtenances lying and being in or neer the Parish of *N.* in the County of *K.* the said Mannor, Farm and Premisses being together of the yearly value of &c. above all reprises. *And* your Orators said Father so being of the said Mannors, Lands, and Premisses seised and of the said Grange and Manner called *W.* possessed in or about the month of &c. made his last Will and Testament in Writing, & thereof made *J.* his then Wife your Orators Mother, & also your Orator, his Executors, your Orators being then of the age

Recital how the Estate came.

Devise.

Executors named.

Overseers Requeſt.

age of 3 years or thereabouts, and of the ſaid Will made *H.A. W.T.* *W.G.* Overſeers: And by the ſame his Will did give and bequeath, to E. his only daughter 100*l.* to be paid her at the day of her Marriage, or at the age of &c. which ſhould firſt happen. And it is and by which ſaid Will your Orators ſaid Father reciting, that he ſtood lawfully ſeized of diverſ Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances ſituate, lying, and being within the County of *B.K.L.* and in the City of *L.* and elſewhere within the Realm of *England*, being the Manors, Lands and Premiſſes, before particularly mentioned and expreſſed, did by his ſaid Teſtament and laſt Will give, deviſe, and bequeath all and ſingular the ſaid Meſſuages, Lands, Tenements, & Hereditaments, with their Appurtenances unto the ſaid *W.T. J.T. P.B.* and *W.G.* and their Heirs for ever, to the uſes, intents, and purpoſes thereof and hereafter expreſſed, and to no other uſe or uſes; that is to ſay, upon truſt and confidence. And his Will and meaning was, That the ſaid *W.T. J.T. P.B.* and *W.G.* and their Heirs, and ſhould permit his the ſaid Teſtators loving Mother *I.D.* Widdow and her Aſſigns, To have, perceive, receive, take and enjoy out of the Rents, Iſſues, & Profits of the ſame his Meſſuages, Lands, Tenements, and Hereditaments to her & their own proper uſe every year, yearly during the Term of &c. next after his deceaſe, if ſhe the ſaid *D.* ſhould ſo long live, one Annuity or Annual payment of &c. of lawful mony of *England* by the year. And upon the like truſt and confidence his Will and meaning was, That they the ſaid *W.T. J.T. P.B.* and *W.G.* and their Heirs, did and ſhould permit and ſuffer his the ſaid Teſtators loving wife *J.T.* and her Aſſigns, To have, receive, perceive, take, and enjoy out of the Rents, Iſſues and Profits of the ſaid his Meſſuages, Lands, Tenements, and Hereditaments to her and their own proper uſe every year, during the Term of &c. next after his deceaſe, if ſhe the ſaid *J.* ſhould ſo long live, one Annuity or yearly payment of &c. of lawful mony of *England*, by the year, and upon the like truſt and confidence. And his Will and meaning was, That they the ſaid *W.T. J.T. P.B.* and *W.G.* and their Heirs, did and ſhould permit and ſuffer your Orator and his Heirs and Aſſigns for ever, To have, receive, perceive, take and enjoy to his and their own proper uſe for ever, All and ſingular the Rents, Iſſues, and Profits of all and ſingular the ſame Meſſuages, Lands, Tenements, and Hereditaments with their Appurtenances above mentioned (the ſaid Annuity or &c. before limited to the ſaid Teſtators Mother *D.* and the ſaid Annuity or &c. before limited to the ſaid Teſtators Wife *J.T.* for the ſeveral Terms before expreſſed only excepted) As by the ſaid laſt Will and Teſtament remaining on Record with the Regiſter of the Prerogative Court of C. more at large appeareth. And ſhortly after, your Orators ſaid Father died poſſeſſed of a great perſonal Eſtate to the value of &c. and had a year and

Meaning of the Will.

The Orators Mother Renunciation of Executorſhip.

J. J. P. B. and W.C. waving the Requeſt.

by the Advice and perſwaſion of the ſaid *W.T.* renounced and refuſed the ſaid Executorſhip, and the ſaid *J.T. P.B.* and *W.G.* alſo waved and refuſed the ſaid Will and the Bequeſts and Legacies thereby to them deviſed. And the ſaid *W.T.* accepted thereof, and by colour of his being nominated

an Overseer of the said Will, took upon him the disposition and Administration of the personal Estate of your Orators said Father during the Minority of your said Orator. *And* your Orators said Mother being wholly advised and directed by the said *W.T.* in the Premisses did not intermeddle at all in the personal Estate, but contented her self with the said Legacy of, &c. *per annum*, to her devised, as aforesaid. But the said *W.T.* pretending great love and affection to your Orator, and that he would manage the said Estate for the good and benefit of your said Orator, did solely and only take upon him to intermeddle with the said personal and real, Estate, and did take upon him the full execution of the said Will and by colour and pretence thereof, did enter upon all the Lands, Tenements and Hereditaments, and did take and receive the Rents, Issues, & Profits thereof, and did also possess himself of all the said personal Estate Goods and Chattels, Rights and Credits of your Orators said Father, and of all the Deeds, Writings, Assignments and Evidences touching and concerning all the said real and personal Estate. And particularly all the Writings, and Evidences, touching or concerning the said Mannor called *W.* and the said *W.T.* so interessing himself in the Premisses, and taking advantage of the Infancy, and Minority of your Orator, did devise with himself how he might defeat your Orator of the said Lands, Leases & Estate, and might convert and dispose, the same, to and for his own use, & benefit. And for that intent and purpose, the said *W.T.* did, for some few years after the decease of your said Orators Father, confess and acknowledge that the Lease of the said *W.* was your Orators said Fathers own proper Estate, and that he the said *W.T.* had nothing to do therein, and if any Estate, or interest in the said Lease, were at any time to him by any person, that the same was by the procurement of your Orators said Father and was in trust only for your Orators said Father, and that he would take no advantage of any Title of Survivorship, or any other Title whatsoever thereunto, or any part thereof, or would make any gain or profit thereof, to his own use. *And* for some years he the said *W.T.* did make an account voluntarily unto your Orators said Mother, of, for & concerning the rents, and profits of the said *W.* and did deliver unto her several acquittances for the rents by him paid to the Crown, reserved upon the said original Lease. And further, sheweth that the Right Honourable *C.* Earl of *T.* having Purchased the Inheritance and Fee-Farm of the said Mannor of *W.* thereupon he the said *W.T.* unduly Complaining, & Confederating with the said Earl and *T.S.* how to defeat your Orator, of the said Lease of the said *W.* in pursuance of the said Confederacy, the said *W.T.* as your Orator hath heard, did make some Conveyance, Grant or Assignment, of the said Term and Lease for years of the said *W.* with the Appurtenances unto the said *E.* of *T.* and *T.S.* or one of them, or to some other person or persons to your Orator unknown in trust for them, or one of them, & the same was after conveyed or mentioned to be conveyed, to the said *T.S.* for the residue of the Term therein to come and unexpired. All which passages, and transactions were transacted and done, during the Infancy, and Minority of your Orator, purposely to defeat your Orator of the

Overseer took upon him an Administration of the personal Estate.

Confederacy to defeat the Orator.

Acted in the Minority of the Orator.

Surmiſe that E. of T. and T. S. &c. Perſons uſed in truſt had either no lawful Eſtate or was meerly but in truſt.

Premiſſes and the ſaid *E.* of *T.* and *T. S.* and ſuch other Perſons whoſe names were uſed therein, in truſt or otherwiſe for or by the ſaid *W. T.* did very well know and might take notice, if they pleaſed, that the ſaid *W. T.* had either no lawful Eſtate or Intereſt in the Premiſſes or otherwiſe that the ſame was meerly but in truſt for your Orator, and that the ſame belonged to the Eſtate of your Orators ſaid Father. *And* the ſaid *W. P.* alſo during all his life which was for about the ſpace of 7 years after the deceaſe of your Orators Father, did receive, and take all the Rents, Iſſues, and Profits, of the ſaid Land of Inheritance to the value of &c. which he converted to his own uſe, yet made no payment to your Orators Siſter of the ſaid ſum of &c. to her deſired. And afterwards the ſaid *W. P.* having Iſſues, *W. P.* his Son and Heir and being ſeiſed in Fee, of divers Lands, and Tenements, in the County of *R. M.* and City of *L.* of his own purchaſe, made his laſt Will and Teſtament, and thereof made *J. T.* Eſq; his Executor, and ſhortly after died poſſeſſed of a great perſonal Eſtate to the value of &c. *And* after whoſe deceaſe all the ſaid Lands, and Premiſſes, deſcended and came to the ſaid *W. P.* as Son and Heir to the ſaid *W. P.* his Father who hereinto entred and received the Rents, and Profits thereof, for many years paſt, And the ſaid *J. T.* alſo took upon him the Executorſhip, and Proved the ſaid Will and thereby poſſeſſed himſelf of all the ſaid perſonal Eſtate, and of the Eſtate of your Orators ſaid Father, and ſhortly after the ſaid *J. T.* made his laſt Will and Teſtament in Writing and thereof made *M.* his Wife his Executrix, and ſhortly after died poſſeſſed of a great perſonal Eſtate to the value of &c. After whoſe deceaſe the ſaid *M. T.* took upon her the ſaid Executorſhip and proved the ſaid Will and thereby became Executrix both to the ſaid *J. T.* and *W. T.* and of the Eſtate of your Orators Father, and poſſeſſed her ſelf of all their Eſtates to the value of &c. And afterwards ſhe the ſaid *M.* ſo poſſeſſed of the ſaid Eſtates, Intermarried with *J. G.* whereby he the ſaid *J. G.* and *M.* his Wife became Intereſted and poſſeſſed of all the perſonal Eſtate of the ſaid *M. T.* and *J. T.* and your Orators Father; and ought in all right, equity, and good conſcience, to make recompence, payment, and ſatisfaction, of and for all the Rents, Iſſues, and profits, of the ſaid Lands, and Premiſſes, by him the ſaid *W. T.* the Father, and *J. T.* received as alſo reſaid; and alſo to pay, deliver and make account, to your Orator, of, for and concerning all the perſonal Eſtate, Goods, and Chattels of your Orators ſaid Father. And they the ſaid ſaid *J. T.* the Son ought to deliver unto your Orator all the Deeds, Writings, and Evidences touching the Premiſſes which were in the hands and cuſtody of the ſaid *W. T.* the Father and by caſual or other means are come to the ſaid *J.* and *M.* his wife, & alſo to come to account with your Orator in the Premiſſes, & ſeverally, & reſpectively to make payment, & ſatisfaction to your Orator, of and for the Rents, and profits, of the ſaid Lands, your Orators Fathers Inheritance, and Eſtate aforeſaid, and make Aſſignment, and Aſſurances unto your Orator, of the ſaid Leaſe or term for years, of the ſaid *W.* with the Appurtenances, and of all other the ſaid Lands of Inheritance

Reception of rents by W. P. for 7 years after the death of the Orators Father and made no payment to his Siſter &c.

W. P. having Iſſue a Son makes his will and J. T. Executor and Lands deſcended to W. P. his Son.

J. T. took upon him the Executorſhip and ſhortly made his Will and died poſſeſſed of a great perſonal Eſtate M. his Wife Executrix to both poſſeſſed her ſelf of all the Eſtates inter-Married ought to account &c.

J. T. to deliver the Deeds.

ritance mentioned in your Orators ſaid Fathers Will aforeſaid, freed and diſcharged of all Incumbrances from, by or under the ſaid *W. T.* or otherwiſe ought to make full Payment and ſatisfaction unto your Orator, for the full value of the term of the ſaid *W.* they having ſufficient Aſſets & Eſtate of the ſaid *W. T.* and *J. L.* to do the ſame. And further, ſheweth that your Orator attaining to his full age of 21 years and above 7 years ſince, made his entry into all and ſingular the ſaid Lands, and Premiſſes, and claimed the ſame as his own Eſtate and particularly unto the ſaid Manor of *W.* And then your Orator underſtanding that the ſaid *T. S.* claimed the ſame, as rightfully belonging to him; and the ſame being then Sequeſtrated unto the Parliaments hands for the delinquency of the ſaid *T. S.* thereby your Orator was Interrupted for the Preſent to purſue any legal courſe to evict the ſame, until the ſaid Sequeſtration were diſcharged; Yet *Nevertheleſs*, your Orator applyed himſelf by Petition both to the Parliament, & to the Committee of the ſaid County of *E.* ſetting forth his Title and Equity to the premiſſes, as aforeſaid, by which means your Orators Claim and Title to the Premiſſes, became notorious, and publick, and was generally known in the ſaid County of *E.* and elſewhere: and your Orator afterwards did duly and lawfully obtain the poſſeſſion of the ſaid premiſſes, and ought to continue the ſame, and to have, take, and receive, the Rents, Iſſues, and Profits thereof, whithout the contradiction of any perſon. *But now*, ſo it is, may it pleaſe your Lordſhip, that the ſaid *J. G.* and *M.* his wife, *J. T.* the Son, *T. S.* and *J. W.* Gent. unlawfully combining, and Confederating together, do plot and deviſe, how and by what means they may defeat, and defraud your Orator of the ſaid Mannor of *W.* and Premiſſes and the Rents, and Profits thereof; and of the reſidue of the ſame Term for years yet therein to come and unexpired, and alſo of the Fee, and Inheritance, and the Rents, and Profits, of all other the ſaid Lands, and Premiſſes deviſed, or mentioned to be deviſed, in and by your Orators ſaid Fathers Will: Albeit your Orators ſaid Mother hath obtained from your Orator the ſaid ſum of &c. to her deviſed. And, for that intent and purpoſe, the ſaid Confederates have made diverſe ſecret, unlawful, and other entries into, and upon the ſaid Lands, and Premiſſes, and albeit, they did very well know and were made acquainted with your Orators juſt Right, and Intereſt, in Law and Equity thereunto; yet have they unlawfully made and contrived, to and among themſelves, and to other perſons, to their or ſome of their uſes, divers ſecret Eſtates, Conveyances, Leaſes, Aſſignment, & Aſſurances of the ſaid Lands and Premiſſes, or ſome part thereof, tending to the great prejudice & diſheriſon, & to perplex and Intricate your Orators Eſtate, Title and Intereſt. And, the ſaid Confederates do diſturb and interrupt your Orators Tenants Agents, and Aſſigns, in the quiet holding and enioying of the ſaid Lands, and Premiſſes; and in the taking and receiving of the Rents, Iſſues, and Profits thereof, & have brought or threatned to bring divers ſuits in Law to queſtion the Title of the Premiſſes. And do deny and refuſe to Convey, ſettle and aſſure the ſaid Lands and Premiſſes unto and upon your Orator, his Heirs, Executors & Aſſigns, though often thereunto required.

Petition to Parliament ſetting forth his Title, it became notorious and publick.

Combination to defeat the Orator.

Diſturbance of the Orators Tenants.

And

Confederates give out in ſpeeches that your Orators Father did never purchaſe the ſaid Lands.

And, the ſaid Confederates do now give out in ſpeeches and pretend that your Orators Father had never any Eſtate or Intereſt in the ſaid Lands and Premiſſes, and that he did never purchaſe or buy the ſaid Leaſe of the ſaid Mannor of *W.* nor paid any ſum of Mony for the ſame, nor had the ſame aſſigned or aſſured unto him but that the ſame was originally purchaſed by the ſaid *W.T.* to his own uſe, and the ſaid Original Leaſe made to the ſaid *E.* of *L.* was aſſigned and conveyed by mean aſſurances to him the ſaid *W.T.* or otherwiſe, that he the ſaid *W.T.* paid part of the purchaſe mony for the ſaid Leaſe together with your Orators ſaid Father, and that the ſame was aſſigned & aſſured to your Orators Father & him jointly, and came to him by Survivorſhip. *Whereas* in very truth, the ſaid Leaſe was really and truly purchaſed by your Orators ſaid Father for the ſum of &c. or thereabouts, by him really and truly paid, and the Aſſignment & Aſſurance thereof was made to your Orators ſaid Father in his own name or otherwiſe, in caſe the ſame were made to the ſaid *W.T.* the Father alone or joyntly with your Orators ſaid Father; Yet was the name of the ſaid *W.T.* therein uſed in truſt only for your Orators ſaid Father, his Executors and Aſſigns, and the ſaid *W.T.* paid no part of the purchaſe mony for the ſame; and he often promiſed & agreed to take no advantage of any Title or Survivorſhip or otherwiſe as aforeſaid: All which was and is very well known to all the ſaid Confederates: & the ſame appeareth by divers deeds, Writings and Aſſurances made touching the Premiſſes, remaining & being, or which lately or ſome time were or are in the hands of the ſaid Confederates, or ſome others to their uſe and truſt, or by their or ſome of their deliveries, if the ſame were produced, which they the ſaid Confederates do conceal and ſuppreſs, and will not diſcover the ſame, nor the Contents, and Covenants of the ſaid ſeveral Writings, whereby it might or would appear in and to whom the Right, Title, and Equity of the ſaid Leaſe from the ſaid *E.* of *L.* now is or doth belong. Upon due Conſideration of all which Premiſſes, and for as much as the doings of the ſaid Confederates are contrary to all Right, Equity, and good Conſcience, and for that your Orator can have no relief in the Premiſſes at and by the Courſe of the Common-Law, for want of ſuch due proof by Witneſſes as is hereby required, And for want alſo of the ſaid Deeds, Writings & Evidences touching the Premiſſes, the certain Dates, Contents, & Numbers whereof your Orator knoweth not, nor wherein the ſame be contained: but your Orator well hopeth, that the ſaid Confederates will upon their oaths diſcover the truth of the Premiſſes, whereby your Orator may be relieved in courſe of Equity in this Honourable Court. *And* to the end the ſaid Confederates and every of them may ſet out what right or Title they or any of them, or any others to their or any of their uſes or truſt have or claim to have, out of, in, or to the ſaid Mannors, Lands, Tenements, or Premiſſes, or any of them, and by, from, and under what perſon and perſons by name; And by what manner of Conveyance and Aſſurances, and the Dates, Contents, and Covenants thereof, and what Rents and Profits they or any of them, or the ſaid *W.T.* or *J.T.* had or received out of the ſaid Lands and Premiſſes, or any or what part thereof, and for what time. And

No relief for want of proof.

Confederates to diſcover upon Oath their Title &c. And true Anſwer make to the Premiſſes.

that

that the ſaid *J.G.* and *M.* his Wife, may further diſcover what perſonal Eſtate or Eſtates came to their or any of their hands of or from the ſaid *W.W.* and *J.T.* or either of them, or from your Orators ſaid Father: *And* to the intent the ſaid Confederates and every of them, and all other perſons, truſted for them or any of them, make good Conveyance and Aſſurance to your Orator of the ſaid Lands and Premiſſes, both Leaſe-hold and Land of Inheritance diſcharged of all Incumbrances: *And* to the end your Orator may be relieved in all and ſingular the Premiſſes according to right, equity, and good Conſcience; And all the ſaid Confederates may make a true and perfect Anſwer, *&c.*

A Bill of Review.

To the Right Honourable, &c.

Recital of a former Bill exhibited againſt T.F. *and* N. D. *and alſo one* W.R. *thereby ſetting out as in the Bill.*

THe Humble Complaining, *Shew* unto your good Lordſhip, your daily Orators *T.F.* and *N.D.* both of *S.* in the County of *D.* Fiſhermen; That *J.A.* the elder, of *A.* in the County of *M.* Eſq, did in *Trinity* Term, in the year of our Lord God, 1654. exhibit his Bill in this Court againſt them, your ſaid Orators *T.F.* and *N.D.* and alſo one *W.R.* thereby ſetting out, That *Whereas W.W.* late Prior of the Monaſtery of *B.* in the County of *T.* was then heretofore ſeiſed in right of his ſaid houſe and Priory (amongſt other things) of and in the Rectory of *S.* in the ſaid County, and of all Houſes, Buildings, Glebe-Lands, Tythes of Corn, Grain, and Hay, and yearly profit or Cuſtomary payment; for Fiſh taken at Sea by the Inhabitants of the Town of *S.* belonging unto the ſaid Rectory. And that the ſaid Priory (amongſt other things) came unto the Crown, in the Reign the late King *H.* the *8th* by the Attainder of the ſaid *W.W.* the ſaid late Prior being Attainted of High Treaſon: *And*, that by reaſon thereof, the ſaid late King *H.* the *8th*, becauſe lawfully ſeiſed of the ſaid Rectory and Premiſſes in his Demeſn as of Fee, in right of the ſaid Crown: And further ſhewing, That the Inhabitants of the Town of *S.* aforeſaid which is ſituate upon the Shore of the main Sea, have uſed, time whereof the memory of Man is not to the contrary, to keep Ships, Cables, and Boats, wherein they have uſed to go to Sea and catch Fiſh, and thereby they have uſed a conſtant Trade of fiſhing for Herrings, Cods, Ling, Haddocks, Whitings, and other ſorts of Sea-fiſhing, and having gained their Living and Livelyhood thereby; and that the uſing the ſaid Trade by like cuſtom, time whereof memory of Man is not to the contrary, they have uſed to be anſwerable & accomptable for to pay from time to time to the ſaid Rectory for the time being, the 20*th* part of all ſuch Fiſh as they ſo took at Sea, or the 20*th* part of the value of the ſame Fiſh, whatſoever the ſame ſhould be by way of recompence and ſatisfaction for the imployment of the ſaid Ship, Cables and Boats, and of the labour of the ſaid Inhabitants ſo exerciſing themſelves in the ſaid Trade of Fiſhing, and

that

that accordingly after the said Rectory came to the Crown by the dissolution of the said Priory of *B.* The said profit for the employment of [illegible] and Boats as aforesaid among other the Tythes and Profits belonging to the said Rector, was particularly answered to the Crown, and [illegible] charge under a distinct value among other particulars belonging to the said Rectory, and so continued till the said Rectory was granted [illegible] Lease to others. *And* then the said profit was made parcel of the particulars of the said Rectory, and the Rent of the same increased thereby; further shewing, that after the death of the said late King *Henry* the 8th, the said Rectory and Premisses descended and came as of right the same ought to descend and come unto King *Edw.* the 6th and after his decease, unto the late Queen *Mary*; and after her decease, unto the late Queen *Elizabeth*. *And* the said Queen *Elizabeth* being thereof so seised by Letters Patents under the great Seal of E. bearing date on or about the [illegible] day of *S.* in the 20th year of the Reign of the said Queen, and enrolled in the High Court of Chancery, for divers good causes and considerations therein, did amongst other things, give, grant, and to Farm-let, unto *A.* Esq; Father of the said *J. A.* and *S.* his then wife, and to the said *J. A.* the said Rectory and Church of *S.* and all the Tythes and yearly Profits and Customary payment of Fish aforesaid, *To have and to hold* the Rectory and Premisses, with the Appurtenances, unto the said *J. A.* Father of the said *J. A.* for the term of his life, and after his decease to the said *S. A.* for her life, and after her decease, to the said *J. A.* for term of his natural life, reserving therefore and for other the Tythes therein mentioned to the late Queen her Heirs and Successors, the yearly Rent of 10*l.* at the Feasts of the Annunciation of the Virgin *Mary*, and St. *M.* the Archangel, by even protions, as by the said Letters Patents, ready to be produced in this Honourable Court, more plainly and at large it doth appear: *Further* shewing by the said Bill, that the said *J. A.* late Father of the said *J. A.* and the said *S.* his late Wife, were both of them before the exhibiting of the said Bill since deceased, and that the said *J. A.* had been seised of all the said Rectory, Tythes, Profits, payments or custom for Fish and Premisses aforesaid, and had quietly held, received, and enjoyed the same and the Profits thereof, for the space of 20 years, and upwards, until for 5 years last past before the exhibiting of the said Bill; further thereby shewing your said Orators and the said [illegible] being Fishermen of *S.* aforesaid, who for the space of 5 years last past before the said Bill exhibited & upwards had fished and, at all time of the exhibiting of the said Bill did use the said Trade of Fishing with Ships, Boats, and Cables, and had yearly taken great store of Fish at Sea, and sold the same at several places, and thereby had made and raised to themselves good profit and advantage, to the value of 80*l.* by the year, of Currant English Mony to each of them, And plotting and contriving together how to deprive and defraud the said *J. A.* of his said profit or customary payment for the same, which they knew of right did appertain to the said *J. A.* and for the space of 5 years then last past at the time of the exhibiting of the said Bill, denyed and refused and do deny and refuse to satisfie and pay the said profit and customary payment aforesaid, for to [illegible]

Descent of the said Rectory and Rent.

Granted, by Queen Eliz. Letters Patents Enrolled did grant unto J. A. Esq; Father of the said J. A. and S. his then wife and to the said J. A. the said Rectory &c.

Combination how to defraud J. A. of his profit.

them, had been often in gentle and friendly manner required so to do, refuseing, and giving out in speeches, they or some of them, had procured a release or discharge from the said *J. A.* of all the said profits or payments for Fish to by them taken and sold at *S.* aforesaid or elsewhere; whereas in truth they nor any of them, had any such release; but if they had any such, the same was gotten by suprizal, or some other indirect means and not for any valuable Consideration. *And* that the said Confederates in pursuance of the said Combination, and the better to effect their said indirect ends and intentions, had privately and in the night season brought in Fish and sold the same in *S.* and had often times gone to Sea with their said Ships, Boats, and Cables and there had taken great store of Fish of several sorts, and had vended, and sold the same at *T.* and divers other Towns and places, far distant and remote from *S.* aforesaid, without accounting or satisfying the Complainant for the same; so as the said *J. A.* or his Servants employed for that purpose could not take any notice thereof during the said 5. years last past before the exhibiting of the said Bill of Complaint, to the apparent wrong and prejudice of the said *J. A.* & contrary to Right, Equity, and good conscience. For relief therein, the said *J. A.* exhibited his said Bill, and prayed the process of this Honourable Court, against your Orators, wherewith your Orators then Defendants being served, did appear, and in *Hil.* Term in the year &c. your said Orators the said *T. F.* and *N. D.* two of the said Defendants, put in their Answers to the said Bill: *And* thereby amongst other things did deny that the said *W. W.* was seised in the right of the said Priory of *B.* of the Rectory of *S.* and that they did not know, that the said Rectory & Priory came to the Crown by attainder, nor, if they were informed, could a Prior forfeit his Priory for a personal crime, without an Act of Parliament; and confessed that the inhabitants of *S.* have time out of mind, kept Ships and Boats, wherein they used the Trade of Fishing for Herring, Cod, Whiting and other Sea-Fish, and gained their lively-hood thereby. *And* denied that time out of mind, the Fishermen of *S.* had used to pay the 20th part of their Fish by them taken, or the 20th part of the value thereof, as in the said Bill was set forth. *And* that they knew not that by the dissolution of the said Monastery the said profits came to the Crown, & stood in charge under a distinct value, and that the same so continued, until the same was made parcel of the said Rectory and the Rent of the same increased thereby, nor that the said Rectory did descend to Queen *Eliz.* nor was by her granted to the said *J. A.* and the Joynt-Patentees, nor whether the same be come to the said *J. A.* nor did they know what Rent was reserved, nor that they ought to pay any Rent for the said profits of Fishing, as they conceived, for that they had been informed that some Ancient men were lately living, who affirmed, that nothing was exacted as of Right, but what the Owners voluntarily pleased. *And* they did averr, that no profit for Lobsters was ever paid or demanded by the Rectors of the said Rectory: But they did confess, that the Rectors had had of the now Complainants and others, sometimes more and sometimes less composition, for Fish, sold in that part; & that they have exacted Fish in kind, or Composition for Fish, though

The manner of the Combination.

though not vended there, but the same was done by force, and for [illegible] Suits, that they have used the trade of Fishing with Nets & Cables [illegible] years, and have sold the same in several places [illegible] each of them. *And*, denied all Combination as by the said Bill & Answer relation being thereunto had, more fully it doth and may appear. Which upon the said *J. A.* replyed, and your Orators then Defendants Rejoyned and Issue being joyned, Witnesses were Examined on the then Plaintiffs part, and the said cause was set down to be heard, and your Orators the Defendants being served with process of *Subpœna*, to hear Judgment and Assignment being made thereof, did not attend but made default whereupon the said cause coming to be heard on &c. in *Hil.* Term &c. on opening of the then Plaintiffs Bill and reading your Orators Answer and the Grant made by the late Queen *Eliz.* unto the said then Plaintiff and others of the said Rectory of *S.* in the said County of *T.* and upon reading of divers Ancient Records, and Ministerial accounts, shewing as well the Title of the Crown to the said Rectory, as also, what had been Answered to the Crown for the said 20*th.* part since the same came to the Crown. *And*, also upon reading the depositions of Witnesses taken on the Plaintiffs part in the said cause, your Orators not having then examined Witnesses. Upon all which it was then ordered by the Court that a Decree should be drawn up to establish the possession of the payment of the said 20*th* part of the Fish, taken by the Inhabitants of *S.* in question with the then Plaintiff, & his Assigns untill he or they should be Victed by the Law, unless it were shewed to the contrary at the first sitting on Monday the then next Term; at which Term the Court would also consider, what Allowance should be given to the said then Complainant for the said 20*th* part of the 5 years arrears mentioned in the said Bill, according to the process in the book. Whereupon on the 10*th*. day of *Mich. E.* Term following this Court was moved on the behalf of your Orator the Defendant, that it was alledged that they were not ready for their defence of the cause at the time of the hearing before mentioned, neither did make any Defence at the said hearing, the Depositions, & Examinations of their Witnesses being sent up by the Post, & none here to make Oath that they were received from the hands of a Commissioner, as by the course of this Court ought to have been done, and therefore they could not be made use of at the hearing. And thereupon it was desired by your said Orators then Defendants, that they might then be heard thereon, upon which Motion, & upon reading several Affidavits, as well on the part of the said *J. A.* the Plaintiff as on the part of your Orators then Defendants, it was then Ordered by this Court, that your Orators then Defendants should before the beginning of the then next *Trin.* Term, pay unto the said *J. A.* the Plaintiff 5 *l.* for costs. And if the said Mony were paid accordingly, then the cause to be re-heard the second Monday of the said *Trin.* Term, or otherwise not. On which day the cause coming again to be heard according to the said last recited order, upon full & deliberate hearing of the said cause and reading the depositions on the part of your Orators then defendants, and long debating upon the same by Council learned, on both sides;

Replication.

Decreed conditionally.

Not ready at the time of hearing aforesaid for defence.

Defendant to pay 5 l. to the Complainant and upon payment to be re-heard.

was thereupon Ordered by the Court, by and with the consent of both parties, that the Custom set forth in the said Bill should be referred to a tryal at Law, in an Action upon the Case to be brought by the said *J. A.* the Plaintiff against your Orators then Defendants in the Office of Pleas of this Court after the usual manner. That in consideration of 1 shilling paid by the said then Plaintiff to your Orators then Defendants, your Orators then Defendants did promise to pay the said *J. A.* then Plaintiff 1 *l.* if the said *J. A.* then Plaintiff could prove the Custom alledged in the said Bill, in which Action your Orators then Defendants, were ordered to confess Circumstances, that is to say, the Considerations, and Assumpsit, and both parties to stand only upon the said Custom; which said Action was to be tryed at the Bar of &c. by a Jury of the County of *M.* the 3d day of &c. then next following and the Equity upon the said Plaintiffs Bill was referred to the Court till after the said tryal should be had and certified. As by the said Order may also more fully appear, which said Tryal being at the Bar of &c. according to the directions of the said mentioned Order; and the then Plaintiff having proved the Custom, and obtained a Verdict thereupon on his behalf, the Court was moved on Friday the 10th day of *N.* then following by the said then Plaintiffs Council, That in as much as the said *J. A.* Plaintiff in the said suit, had obtained a Verdict upon the said Tryal and Judgment entred thereupon, that the possession of the payment of the said 20th part of the Fish in question, might be established with the said Plaintiffs in their suit, that a decree might be drawn up thereupon according to the said recited Order of the 6th of *F.* last Past, And that the Court would be pleased to consider what allowance should be given to the Plaintiff in that suit for the said 20th part of the 5 years arrears mentioned in the Bill: It was thereupon ordered by the Court, that the said decree formerly pronounced by the Court aforesaid, should be drawn up and made absolute, and the possession of the payment of the 20th part of the Fish in question, established with the said part in that suit wherein consideration should be taken of the said arrears, unless cause were shewed to the contrary on that day &c. *And* forasmuch as no cause was shewed to the contrary according to the said recited Order, it was therefore ordered, Adjudged, and Decreed by the Court, that the possession of the 20th part of the Fish taken at Sea by your Orators then Defendants, or either of them, being an Inhabitant of the Town of *S.* aforesaid, and did use the Trade of Fishing there, or the value thereof, should be established with the said Complainant *J. A.* or his assigns, and your Orators the Defendants in that Suit, should for the future pay to the said *J. A.* Complainant in that Suit, or to his Assignee or Assignees, during his or their Estate in the Premisses, the 20th part of the Fish taken after to be taken at Sea, or the 20th part of the value of the said Fish wheresoever the same shall be taken or sold, according to the custom before set forth in the said Bill of Complaint. *And*, as touching the Arrears thereof for the 5 years next before the exhibiting of the said Bill, forasmuch as it was proved by the Plaintiff that the said 20th part of the Fish in question taken by Oath of your Orators then Defendants, in that suit,

Issues and Custom referred to a tryal at Law, in an Action of the Case to be brought by J. A. Plaintiff against the Orators, then Defendants, in the Office of Pleas after the usual manner.

Equity upon the Bill referred till after Tryal as by Order.

Decree.

suit,

said in each of the said 5 years respectively was worth 4 l. which [illegible] amounteth in all, 20 l. It was therefore further Ordered & Adjudged and Decreed by this Court that your said Orators Defendants, in that suit should respectively pay unto the said Complainant Plaintiff, in that suit, or his Assignee, or Assignees the sum of 20 l. a piece in lieu of the 20th part of the Fish taken and sold by your Orators, during the said 5 years before the exhibiting of the said Bill; As by the said Bill, Answers, Pleadings, Orders and Decrees, remaining of Record in &c. may more at large appear: which Decree is sithence Signed and Inrolled in this Court. But your Orators do aver, and say, that they ought not to be bound thereby, nor ought any such Decree in Justice to have been made or pronounced against your Orators, nor ought the possession of the 20th part of the Fish taken at Sea by your Orators, or either of them, or the value thereof (albeit they be Inhabitants of the Town of S. aforesaid, and use the Trade of Fishing, and sell the same Fish) be established with the said J. A. or his Assigns, neither ought your Orators or either of them for the future to pay to the said J. A. or his Assignee or Assignees during his or their Estate in the Premisses or any other time, the 20th part of the Fish hereafter to be by them taken at Sea, or the 20th part of the value of the said Fish wheresoever the same shall be taken or sold according to the supposed Custom set forth in the said Bill, Neither ought your said Orators or either of them to pay unto the said J. A. or to his Assignee or Assignees, the Sum of 20 l. a piece, or any other Sum of Money whatsoever in lieu of the 20th part of the Fish taken and sold by them your said Orators or either of them during the 5 years before the exhibiting of the said Bill, as by the said Decree is decreed and appointed; but that the same Decree is manifestly erroneous, and ought to be reversed, and for Error therein, do according to the Course of this Honourable Court, Assign the Error therein as followeth, viz. **First**, your Orators say, and hope to maintain, that the Custom and Customary payment for Fish taken at Sea by the Inhabitants of the Town of S. set forth and pretended by the said J. A. in his said Bill of Complaint, is uncertain, unreasonable, and void both in Law and Equity, neither is there any such Custom or customary payments due. **Secondly**, Your Orators say, That the Matter directed by this Honourable Court to be tryed by a Jury of Middlesex, as aforesaid, and the Verdict thereupon, doth not ascertain the Court, that there is such a Custom as in the said Bill of Complaint is pretended, but only that the then Plaintiff made proof there, which proof by Incompetent Witnesses in reference to the right of the thing in question upon the said Bill, though unconcerned in reference to the promise, upon the Declaration at Law, was made and could have been disproved by your Orators. **Thirdly**, That by the Order which appointed and directed the said Tryal, the point whether J. A. the Complainant, could prove the pretended Custom, was only in issue: And your Orators could not then offer any thing by way of disproof thereof, or stand upon the uncertainty or unreasonableness or illegality of the said pretended Custom. **Fourthly**, Although your Orators consented to the tryal of the said issue directed, you

Avirment against a Decree.

your Orators did never consent, that if the Verdict upon the said Issue should pass against them, that the matter in question should be decreed against them, but the said Cause stood entire upon Equity notwithstanding, and the said Issue was Collateral and Extraneous thereunto. **Fifthly**, the said Decree it self doth establish with the said then Complainant *J. A.* or his Assigns, the 20*th* part of the Fish taken at Sea by your Orators then Defendants, or the value thereof, which is altogether uncertain whether with the Complainant or his Assigns, and whether the possession of the 20*th* part of the value thereof. **Sixthly**, It is Decreed by that Decree, that your Orators the Defendants in that Suit should for the future pay unto the said *J. A.* or to his Assignee or Assignees during his or their Estate in the Premisses, the 20*th* part of the Fish then after to be taken at Sea, or the 20*th* part of the value thereof, whereever the same should be taken or sold, which is altogether uncertain whether to the said *J. A.* or his Assigns, and whether the 20*th* part of Fish or the value thereof should be paid, and how the value should be decided, and is larger than the Proofs or Verdict in the said case did warrant. **Seventhly**, It is Decreed by the said Decree, that your Orators the then Defendants should respectively pay unto the said *J. A.* or his Assignee or Assignees the Sum of 20 *l.* a piece in lieu of the Fish taken and sold by your said Orators during the 5 years before the exhibiting of the said Bill, which is altogether uncertain; Also, whether they should pay it to the said *J. A.* or his Assigns, and is for Fish taken and sold, and not for the value thereof, and therefore not pursuant to the pretended Custom alledged by the said Complainant in his said Bill. **Eighthly**, The said *J. A.* was not alive at the time of the said Decree made in the said Cause against your said Orators: and your Orators by Bill of Review ought to be relieved therein. **In tender consideration whereof**, and for that there are several other apparent Errors and Imperfections in the said Bill, Orders, Decree and proceedings, so that the same ought to be reviewed and reversed, and ought not to bind your Orators. To the end therefore, that the said Decree and all the Proceedings thereupon may be reviewed and reversed; And that the said *J. A.* may Answer the Premisses: And that your Orators may in all and every the Premisses as in Equity and good Conscience they ought to be, your Orators pray relief in this Honourable Court. *And* that the said Bill and Decree, and Proceedings thereupon, may be reviewed and reversed: And that your Orators may be relieved, as in Equity they ought to be, May it please your Honour to grant unto your Orators a Process of *Subpœna* to be directed unto the said *J. A.* Commanding him thereby at a certain Day, and under a certain pain therein to be limited, personally to be and appear before your Honours in this Honourable Court, then and there upon his Corporal Oath, to set forth and discover the truth of all and singular the Premisses, **And further**, &c.

A Bill *for the quieting of Poſſeſſion of a Copyhold, where the Copies and Rolls are loſt, &c. And to have Witneſſes examined.*

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordſhip, your Orators *J.H.* of *L.* Gent. and *S.* his wife, That one *N.G.* was about 40 years ſince ſeized to him and his Heirs according to the cuſtom of the Honor and Mannor of *M.C.* in the County of *M.* of and in a certain Copyhold, Meſſuage, Tenement or Cottage, with a Barn, Garden, Orchard, and Appurtenances thereunto belonging, parcel of the Honor and Mannor aforeſaid, ſituate, lying and being in *H.* upon *T.* in the ſaid County of *M.* and being ſo thereof ſeized, the ſaid *N.G.* in or about the 9*th.* year of the Reign of the late King *James* over *England*, &c. did for valuable conſiderations of money to him paid by *J.G.* late of *K.* upon *T.* in the County of *S.* Mercer, Father of him the ſaid *N.G.* and by Agreement between them, ſurrender the ſaid Meſſuage and Premiſſes, with the Appurtenances, into the Hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *J.G.* his Heirs and Aſſigns, according to the cuſtom of the ſaid Honor and Mannor, and after at a Court Holden for the ſaid Honor and Mannor of *H.* on or about the 17*th.* day of *M.* in the &c. year of the ſaid late King *James*, the ſaid *J.G.* was admitted Tenant to the Premiſſes by Sir *T.T.* deceaſed, then Deputy-Steward of the ſaid Honor and Mannor, and paid a Fine of 50*l.* for his ſaid Admittance, **And** your Orator, *further ſheweth*, That the ſaid *J.G.* by vertue of the ſaid Surrender of the ſaid *N.* his Son, and of the ſaid Admittance as aforeſaid, entred into the ſaid Meſſuage, Tenement, and Premiſſes, and peaceably and quietly held and enjoyed the ſame for the ſpace of about 26 years together. And about 10 years ſince, the ſaid *J.G.* did for the proviſion of *O.G.* one of his younger Sons, ſurrender the ſaid Meſſuage, Tenement and Premiſſes into the hands of the Lord of the ſaid Honor and Mannor to the ſaid *O.G.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Mannor: And thereupon the ſaid *O.G.* was about 10 years ſince admitted Tenant to the Premiſſes, and paid a Fine of 4*l.* for the ſame his Admittance accordingly. And afterwards, the ſaid *O.G.* being ſeized of the ſaid Meſſuage, Tenement or Cottage, with the Appurtenances, according to the Cuſtom of the ſaid Honor and Mannor, did for a valuable conſideration of money to him paid by one *T.D.* ſurrender the ſame Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *T.D.* his Heirs and Aſſigns, according to the Cuſtom of the ſaid Honor and Mannor. And afterwards the ſaid *T.D.* was admitted Tenant thereunto, and paid a Fine for his Admittance accordingly; by virtue whereof he became ſeized of the ſaid Meſſuage and Premiſſes according to the Cuſtom of the ſaid

Honor

Honour and Mannor. And the ſaid *T.D.* being ſo ſeized, did afterwards for a valuable conſideration to him in hand paid by one *J.W.* ſurrender the ſame Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *J.W.* his Heirs and Aſſigns, according to the Cuſtom of the Honor and Mannor: And the ſaid *J.W.* was admitted thereunto, and paid a Fine for his Admittance accordingly; and being ſo admitted, the ſaid *J.W.* was lawfully ſeized of the ſaid Meſſuage and Premiſſes, with the Appurtenances, according to the Cuſtom of the ſaid Honor and Mannor. And being ſo ſeized of the ſame, he the ſaid *J.W.* for a full and valuable conſideration to him paid by your Orator, did bargain and ſell the ſaid Meſſuage and Premiſſes to your Orator, and ſurrendred the ſame into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of your Orators, and the Heirs of their Bodies; and for want of ſuch Iſſue, to the uſe of your Orator and his Heirs for ever, according to the cuſtom of the ſaid Honor and Mannor: and afterwards your Orators were admitted Tenants accordingly, and have paid a great Fine for ſuch their admittance, and are lawfully ſeized of the ſame according to the cuſtom of the ſaid Honor and Mannor; and the Rents, Iſſues, and Profits ought to have, take and receive to the Uſes aforeſaid, and peaceably and quietly to have, hold, and enjoy the ſame, the ſame having been held and enjoyed, and the Rents thereof received, had and taken by the former Owners of the ſame for the ſpace of about 40 years laſt paſt, as in all right, equity, and good conſcience, they ought to have, hold, and enjoy the ſame. But now ſo it is, may it pleaſe your Lordſhip, that one *G.S.* Eſq; deceaſed, was heretofore in his lifetime truſted with the cuſtody of the Court-Rolls, and Court-Books, wherein ſeveral of the ſaid former Surrenders and Admittances were entred and enrolled, by which your Orators were able to make out their undeniable Title and Intereſt to be as is before ſet forth in and to the ſaid Meſſuage and Premiſſes, with the Appurtenances, howbeit the ſame were in the late times of Trouble and War loſt or miſlayed, ſo that your Orators cannot tell how to come by or have the ſame, or true Copies thereof, albeit, as your Orators have been informed, that the ſaid Court-Rolls and Court-Books were lately remaining at the ſaid *S.* his houſe in *W.* And that the ſame or ſome of them are ſince his death by ſome caſual and indirect means come into the hands, cuſtody and poſſeſſion of *J.C.* the younger of *K.* aforeſaid *W.* or ſome other or others to his uſe, and by his privity, conſent or knowledge; by vertue of which ſaid Court-Rolls, and Court-Books, or ſome or one of them, or by ſome other ways, or Copy in the cuſtody of the ſaid *J.C.* or ſome for him, he doth now pretend ſome Title to the ſaid Meſſuage and Premiſſes, given forth, that he is Nephew and next Heir by the Mothers ſide to the ſaid *N.G.* that ſurrendred the Premiſſes to the ſaid *I.G.* Father to the ſaid *N.G.* And in reſpect the ſaid Surrender is not now extant, nor no record to be found thereof (as he preſumeth) he hath now lately diſturbed your Orators in the quiet poſſeſſion of the ſaid Meſſuage and Premiſſes, and hath or giveth out he intendeth to enter into and upon the Premiſſes, and hath commenced, or threatneth to commence Suits

at the Common-Law against your Orators, for the recovery of the Premisses from your Orators, but by what Writing of Record, or Copy he claims the same, refuseth to discover to your Orators or any of them. And albeit the said *J.C.* doth himself well know, and hath often heard his Father *J.C.* the elder yet living, acknowledge and affirm, that the said *J.C.* the younger his Uncle, the said *N.G.* did among other things or otherwise, many years since surrender to the use of the said *J.G.* Father of the said *N.* and Grandfather to the said *J.C.* the younger, his Heirs and Assigns, the said Messuage and Premisses according to the Custom of the said Mannor, and that by the same Surrender, the said *J.* the Grandfather did hold and enjoy the same near 26 years together, and then surrendred the same to the said *O.G.* and his Heirs, and that the same is by the aforesaid Surrenders and Admittances now invested and settled in your Orators and the Heirs of their Bodies, for a full and valuable Consideration, and that for about 40 years have been held and quietly enjoyed as aforesaid, yet the said *J.C.* the younger, doth by the threats of Suits so terrifie your Orators Tenant, that he is very fearful to inhabit and dwell in the said Messuage and Premisses. All which doings and dealings of the said *J.C.* the younger, tends to your Orators great Damage, and the utter dis-inherison of the Heirs of their Bodies, and is contrary to Equity, and conscience. **In tender Consideration whereof**, and forasmuch as the said Surrenders, Court-Rolls, and Court-Books, which do manifest your Orators Title to the said Premisses are either lost or imbezelled as aforesaid, or otherwise the same or some of them which concern the said Messuage and Premisses, are come into the power and knowledge of the said *J.C.* the younger, or some other or others to his use: And for that such persons as were privy to the making of the said Surrender by the said *N.G.* to the use of the said *J. G.* and his Heirs aforesaid, and the Tenants and persons which were present at the Court of the said Honor and Mannor when the same Surrender was pretended, and the said *J.G.* admitted Tenant to the same Premisses as aforesaid; and the Clerks of the said Sir *T.F.* which can prove his hand Writing set to the Copies of Court-Roll and writings, manifesting the said Surrender and Admittance, or so many of them as are yet living, are now become very ancient and infirm; and in case they should all die or grow unable to travel before any Tryal at Law should be had touching the said Premisses, or that they were examined, in this case your Orators in time to come may receive and suffer very great prejudice for want of their testimony. To the end therefore, that the said *J.C.* the younger may true Answer make to all and every the Premisses, and may set forth what he doth know or hath heard his Father the said *J.C.* the elder declare and affirm touching the Surrender made by the said *N.G.* to the use of the said *J.G.* as aforesaid; and when and where, and upon what Consideration the said *N.G.* did Surrender the same Messuage and Premisses to the said *J.C.* as aforesaid. *And* to the end that the said Court-Rolls and Court-Books may be produced and proved in this Honourable Court, by such Witnesses as were present and yet living at the making of the said Surrender by the said *N.G.* to the use of the said *J.G.* his Father, and his

Heirs

Heirs and Aſſigns, as aforeſaid, and the preſentment of the ſaid Surrender, and the Admittance of the ſaid *J.G.* And likewiſe that your Orators may if they can prove the hand and name of the ſaid Sir *T.T.* ſubſcribed to the Copies and writings touching ſuch Surrender and Admittance to be of the hand-writing of the ſaid Sir *T.T.* and the ſaid *J.G.* in poſſeſſion of the Premiſſes accordingly, and that their Depoſitions touching the ſaid Premiſſes may be taken and recorded in this Honourable Court for the preſervation of their teſtimonies, that your Orators and their Heirs may hereafter in time to come have the uſe and benefit thereof, for the preſervation and proof of your Orators right and intereſt of and in the ſaid Meſſuage and Premiſſes as aforeſaid. *And* to the end your Orators poſſeſſion in the Premiſſes may be by the Authority of this Honourable Court, quieted and eſtabliſhed, and that your Orators may be relieved in all and ſingular the Premiſſes, according to Equity and Juſtice, May it pleaſe your Lordſhip to grant to your Orators his Majeſties moſt gracious Writ of *Subpœna* to be directed to the ſaid *J.C.* the younger, thereby commanding him at a certain day, and under a certain Pain therein to be limited, perſonally to be and appear in the High Court of *Chancery* before your Lordſhip then and there upon his Corporal Oath to anſwer all and ſingular the Premiſſes punctually, plainly, and truly, and to ſtand to, and abide ſuch further order and direction herein, as your Lordſhip ſhall ſeem agreeable to Equity and Juſtice; *And* your Orators ſhall pray, &c.

Proof of Surrender.

Depoſitions to be recorded for preſervation of teſtimony.

For quiet poſſeſſion.

For Subpœna to anſwer.

A Bill *to diſcover Counter-parts of Leaſes, and how the Tenants hold their Tenements.*

To the Right Honourable E. *Earl of* C. *Lord High Chancellor of* England.

IN moſt humble wiſe Complaining, *Sheweth* unto your good Lordſhip your Orator *B.T.* of *L.* Merchant, Adminiſtrator of all and ſingular the Goods, Chattels, Credits and Rights which late were of Sir *J.C.* Kt. deceaſed; That whereas the ſaid Sir *J.C.* was in his life time, and at the time of his deceaſe, lawfully poſſeſſed of and in divers Goods, Chattels, Plate, ready Money, and other things, to the value of 500 l. or thereabouts, and of and in divers Leaſes and other Eſtates to him made, of and in divers Meſſuages, Lands and Tenements of, in and about the City of *L.* of a great value, and amongſt other Eſtates and Poſſeſſions, to him by due courſe of Law conveyed and ſettled, was lawfully poſſeſſed by vertue of a Leaſe and Demiſe to him made and granted from *A.B.* &c. of and in 30 Meſſuages, or Tenements, with the Appurtenances, ſituate, lying and being in or near *B.* within the City of *L.* or within the Precincts thereof, now or late in the ſeveral tenures and occupations of *T.S. R.B. R.S. E.T.* &c. and others whoſe

How the deceaſed was poſſeſſed.

Prayth when persons discovered may be inserted in the Bill.

names your Orator knoweth not: But, humbly prayeth that they may be inserted herein and made Defendants to this Suit, when their names shall be found out, discovered or known; Some of which said Messuages and Tenements, the aforesaid Tenants or some of them have held and enjoyed, and do still hold and enjoy by force and virtue of several Leases to them made and granted by and from the said Sir *C.* upon and under the reservation of several yearly Rents in them severally reserved and contained, and the residue of the said Tenants, have and do hold the rest of the said Tenements at and under the payment of certain Annual Rents, the certainty or particulars whereof, or of the said Rents reserved upon the said Leases, your Orator wanting the Counter-parts of the Leases, cannot discover the true Annual value of the said Tenements, but by the Oaths of the Defendants herein before and after named: Howbeit, your Orator hopeth to prove & make appear unto this Honourable Court, that the said Messuages and Tenements were and are of the true yearly value of 300 *l.* and upwards over and above all Rents, Charges, and Reprises. And, the said Sir *J. C.* being so possessed of and in the said Estate, Leases, and possessions, and of and in the said Leases and Rents above one year now last past, died so possessed; after whose decease, the Administration of all and singular his Goods, Chattels, Credits, and Rights, was committed and granted to your Orator by the Official of the Diocess of *L.* according to the Ecclesiastical Laws and courses in these cases provided; who hath taken upon him the said Administration, and entred into and upon the said Messuages and Tenements, and hath demanded the several Rents due by the said Tenants of and for the said Tenements by them severally held, and by virtue thereof, your Orator is lawfully possessed of & in the said Estates and Lease, Rents, Rights, Credits, and other the personal Estate of the said *J. C.* the Intestate, and ought to receive and take the benefit thereof. Nevertheless, so it is, may it please your good Lordship, That one *J. G.* and *W. T.* who have combined and confederated themselves to gether to defraud & defeat your Orator of all the said Estates, do now unjustly, and without any lawful power or Authority pretend, That they or one of them, or some others to their use or by their Assignment or Appointment, have some other Estate assigned to them or some or one of them, by and from the said Sir *J. C.* of and upon the said Leases and Tenements, and to that intent and purpose have forewarnd your Orators said Tenants from payment of their said Rents unto him due ever since the decease of the said Intestate, and have contrived and made unto and among themselves, or to some other persons to your Orator unknown, divers scret and fraudulent Conveyances and Assurances of the Premisses or some part thereof, and do conceal the Estate, Leases, Rents, Goods and Chattels, from your Orator, and do deny to give an account, or to make any payment unto him for the same, with the Arrears formerly due, and do deny and refuse to deliver unto your Orator as well the said Original Leases of the said Messuages and Tenements, and other Writings, Bonds, Bills, and other Specialties, being of the value aforesaid, which they or one of them have in their hands, custody or possession concerning the personal Estate of the said Intestate

What the Orator hopes to prove.

Combination to defeat the Orator pretending some other Estate &c. And hath forewarned Tenants to pay the Rent, and have made fraudulent Conveyances.

Inteſtate, as alſo of the Counterparts of the ſaid Leaſes made unto the ſaid Tenants, whereby your Orator may be enabled by due courſe of Law to recover and receive his ſaid Rents by them or one of them heretofore received of and for the Premiſſes, and to diſcover the ſaid Eſtate, and what they or any of them have or do now claim to have, and what money they or any of them have received, and of whom, contrary to all Right, Equity, and good Conſcience. In tender Conſideration whereof, and foraſmuch as your Orator is altogether remedileſs by the courſe of the Common-Laws of this Realm to be herein relieved. And hath no other means to have redreſs in the Premiſſes, but in the Equity before your Lordſhip in this Honourable Court; and the rather, for that your Orator knoweth not the certain Dates and Contents of the ſaid Original Leaſes, and Counterparts of the ſaid Leaſes, nor what is become of the ſame, nor in whoſe hands, cuſtody, or poſſeſſion, they or any of them are remaining, and without the ſight of them cannot recover the ſaid Arrears of Rents and other Rents due and to be due of and for the Premiſſes, as by the ſtrict courſe of the common-Law it required. And to the end the ſaid *J.G W.T.* and all other the Tenants and occupyers of the ſaid Houſes and Tenements; may, by the Juſtice and Authority of this Honourable Court, be ordered to pay the ſaid Arrearages of Rents, and the Rents hereafter to be due unto your Orator, and upon their Corporal Oaths truly ſet forth and diſcover what Eſtate or Eſtates, Leaſe or Leaſes, they or any of them have or do claim of and in the Premiſſes, or part thereof; and what Rents they or any of them have paid or do pay for the ſame, and to whom; And wherefore they have not and do not pay the ſame unto your Orator, and alſo produce and bring into this Honourable Court the ſaid Original Leaſes and Counterparts of Leaſes, with all Writings, Deeds, and Evidences touching and concerning the Premiſſes, as alſo the ſaid Bonds, Bills and Specialties; and what Sum or Sums of Money were due and owing unto the ſaid Inteſtate at the time of his deceaſe, and by whom; May it pleaſe your good Lordſhip to grant unto your Orators his Majeſties moſt gracious Writ of *Subpœna* to be directed unto the ſaid *J.G. W.T. T.S. R.B. R.S.* &c. and other the Tenants aforeſaid, commanding them and every of them, &c.

Prays that the Tenants may be ordered to pay the arrears of Rent and upon Oath ſet forth and diſcover their Eſtate and what Rents they have paid, and to whom, and produce the Writings touching the Premiſſes.

A Bill to discover Settlements for the Provisions of Daughters, &c.

To the Right Honourable, &c.

Recital of C. W. Administrator of L. his deceased wife. And that H. J. the wifes Father was possessed and interessed in a great personal Estate as Jewels &c. arrears of Rents, stock in money, Goods and Marchandizes in the East India Company and elsewhere imployed, and of several good Debts &c. payable to him or to some other person in trust for him.

HUmbly Complaining, *Sheweth* unto your Lordship your dayly Orator *C.W.* of *H.* in the County of *L.* Esq; Administrator of all and singular the Goods and Chattels, Rights, and Credits of *L.* his late deceased Wife, one of the Daughters of *H.J.* late of *D.* in the County of *L.* Gent. deceased. That *Whereas*, the said *H.J.* in his life time, that is to say about six years since was possessed and interessed of and in a very great personal Estate consisting of Jewels, plate, Gold-Rings, ready Money both in Gold, and Silver, Arrears of Rents, stock in Money, Goods and Merchandizes, in the East *India* Company and elsewhere imployed in the way of Trade, or at Interest, or otherwise, Adventures at Sea, parts of Ships Pewter, Brass, Linnen, Woollen, Beds, Bedding, and Furniture of and belonging to the same, with Hangings, and other Housholdstuff, and Goods, and of several Goods, Debts, Statutes, Recognizances, Bonds, Bills, and other Writings, and Specialties manifesting divers Sums of Money to be due and owing and payable unto him the said *H.J.* or to some other person or persons in trust for him, by, and from several persons therein named, and of & in divers Messuages, Lands, Hereditaments, and Tenements in the respective Indentures of the same Leases mentioned and expressed; and of other personal Estate to the value of 5000 l. and upwards, and being of, and in the same so possessed and interessed, and being minded, and resolved to make a certain provision for the Portions of his Daughters, to be by them had and enjoyed and to be to them respectively paid, at their respective ages of 18 years, or thereabouts, or at their respective days of Marriage: he the said *H.J.* in or about the month of *N.* which was in the year of our Lord 16[illegible] did Grant, make over, settle, and assure, by some one, or more Writing or Writings, by him duly executed, all his personal Estate aforesaid, unto *H.J.* and *H.W.* Sons of the said *H.J.* in trust nevertheless, for his Wife and Daughters, *R.S.* (your Orators said late Wife) *D.* and *B.* either to be equally divided amongst them, or otherwise to the intent that certain portions, or Sums of money might and should be made and raised by and out of the same personal Estate and paid unto the same his Daughters aforesaid, at their respective ages of 18 years or thereabouts, or respective days of Marriage, which should first happen; and that if any of his Daughters should die before she or they had attained the age of 18 years, or should be married, that then the part and portion, of and belonging to every of them so dying, should remain and be divided, and paid unto, and amongst the Survivor and Survivors, of the same his Daughters aforesaid: and upon the same trusts, and to the same intents, or some other like trust,

Grant for permission for his Daughters.

and

and the like intents for proviſion for his Daughters; he the ſaid *H.J.* did likewiſe, about the time aforeſaid, by the ſame or ſome other Writing or Writings, by him duly executed, grant and make unto the ſaid *H.C.* and *H.W.* or ſome other perſon or perſons, as yet to your Orator unknown, whoſe names, when your Orator hath diſcovered, he prays may be inſerted herein, with apt charges againſt them, for the term or terms of 21 years, or ſome other term of years therein mentioned, of certain Grounds, with the Appurtenances called *W.* and of certain Lands, with the Appurtenances called *W.* and of divers other Lands, Tenements and Hereditaments, ſituate, lying and being in the ſaid County of *L.* and elſewhere in this Realm, with their and every of their Appurtenances; of the clear yearly value of 900 l. or ſome other great yearly value, over and above all charges and repriſes whereof, and wherein the ſaid *H.J.* was then lawfully and ſolely ſeized of an Eſtate of an Inheritance in Fee-ſimple, or of ſome other Eſtate, whereby he hath full power and authority, to make and grant the ſame Leaſes for terms of years aforeſaid. The Rents and Profits of all which ſaid Grounds, Lands, and Premiſſes with the Appurtenances, for and during the reſpective terms aforeſaid, or ſome of them, are declared and appointed by the ſame Leaſe or Leaſes, writing and writings aforeſaid, or ſome of them, or otherwiſe by the ſaid *H.J.* to be paid unto and diſtributed only amongſt the ſaid Daughters for their Portions; or otherwiſe at their reſpective Marriages, or Ages, aforeſaid; and in caſe of the death of one, or more of them, happening before, then to the Survivor or Survivors of them; or upon ſuch truſt or truſts as herein is before expreſt, in and by the ſaid ſeveral Leaſes and Writings aforeſaid, as, if your Orator had the ſame to produce, relation to them reſpectively being had, more plainly and at large appeareth. *And* the ſaid *H.J.* in and by the Writings aforeſaid, or ſome of them, or by ſome other Writings by him executed, did provide and declare, That if *H.S.* his Wife, ſhould at any time be minded to take upon her the management of the ſaid perſonal Eſtate and Rents and Profits of the ſaid Lands and Premiſſes ſo ſettled as aforeſaid; and the truſts of and concerning the ſame being ſuch, or to the ſame effect, as herein is before ſet forth, that then the ſaid *H.* and *C.W.* and other the ſaid Truſtees, for and concerning the Premiſſes, ſhould convey and aſſign over their reſpective Eſtates therein, unto the ſaid *H.S.* upon the truſts aforeſaid, and that then ſhe ſhould ſtand and be charged with the ſame truſts, and the performance thereof, to all intents and purpoſes as the Truſtees aforeſaid were to have performed the ſame. *And* your Orator *further ſheweth* unto your Lordſhip, that the ſaid *H.J.* within ſome ſhort time of the making of the ſeveral Settlements, Leaſes, and Writings aforeſaid; that is to ſay, in or about the month of *J.* which was in the year of our Lord, 1655. died; and the ſaid *H.S.* his wife, him ſurvived; and after the making of the ſaid Settlements, Leaſes, and Writings, did deſire to take upon her the management of the ſaid perſonal Eſtate, and Rents, and Profits, of the ſaid Lands, Premiſſes, and the ſaid Truſts of and concerning the ſame; and the ſaid *H.C.* and *H.W.* and other the Truſtees aforeſaid, did by ſeveral Writings and Conveyances as is pretended, convey and aſſign over all their

Grant to H C. and W. and others when diſcovered to be made parties.

If his wife would take upon her the management, then the Truſtees to convey the ſaid Eſtate upon the Truſts aforeſaid to her.

H.S. his wife ſurvived.

Truſtees conveyed and aſſigned.

Their respective Estate, upon the Trusts aforesaid. H.S. did accept thereof and declared her faithful performance of the same.

their respective Estates and Interests, of and in the same respectively unto her the said *H.S.* upon the trusts aforesaid; and she the said *H.S.* did accept of such Conveyances and Assignments, upon the Trusts aforesaid; and did declare, that she would well and faithfully perform the same, according to the true meaning of the said *H.J.* expresst as aforesaid; and by means and vertue of the said several Leases, and other Writings and Deeds of Settlement aforesaid, and of the several Assignments thereof, and of the Estates thereby made and granted: or if no such Assignments were made; yet by the Connivance and Permission of the said *H.C.* and *H.W.* by the said Trusts unto her the said *H.S.* made as aforesaid, she the said *H.S.* hath possessed her self of, and gotten into her hands, custody, or possession; or into the hands, custody, or possession of some other person or persons, to her use, or by her delivery, privacy, consent, knowledge, or agreement, all and singular the said Jewels, Moneys, Stock, and Profits thereof made, Arrearages of Rents, Debts, Statutes, Recognizances, Bonds, Bills, and other Writings, and Specialties, Plate, Bedding, &c. and other Goods and personal Estate of the said *H.J.* so settled and granted as aforesaid, consisting of the particulars aforesaid, and of the value aforesaid: *And likewise* hath received, had and taken, all and every of the Rents and Profits of the said Lands, Tenements, and Premisses, with the Appurtenances, ever since the death of the said *H.J.* hitherto amounting in all to the Sum of 4000 pounds and upwards, and hath disposed thereof, and of the personal Estate aforesaid, to her own use: in respect whereof, she the said *H.J.* is lyable, and ought in all Equity and good Conscience, to perform and make good the Trusts aforesaid, and dispose of all Rents, Profits, and personal Estates aforesaid, in order thereunto. *And* your Orator *further sheweth*, That your said Orator did marry and take to wife the said *K.* one of the Daughters of the said *H.J.* about one year and a half since, by and with the consent, liking, and agreement of *H.S.* And your Orator, before such his Marriage aforesaid, having Communication and Treaty with the said *H.S.* about the said Marriage, and about the portion of the said *K.* his then intended Wife, and her Sisters: the said *H.S.* did acquaint your Orator with the said Settlements and Trusts aforesaid, and that there was, or in a short time afterwards would come into her hands, for or towards the Portion of the said *B.* the Sum of 1500 *l.* or thereabouts; the one half of whose Portion, she told your Orator would come unto him, in case the said *B.* who was then sickly, and very weak, and not likely to live long, and unmarried, and under the Age of 18 years, should die before she attained that age, or was married, over and besides the Sum of Money which she agreed to pay, and did pay; or secure unto your Orator in Marriage with the said *K.* being 1500 *l.* which was one principal motive and inducement to your Orator, to consent and agree to the said Marriage; and to make unto the said *K.* such large and plentiful a Joynture as he then did, being of the value of 400 *l.* and upwards, out of your Orators Messuages, Lands, Tenements. And

And by vertue thereof got in her possession.

H.J. lyable in equity to perform and make good the trusts.

The said Orator took to wife K. one of the Daughters.

your

your Orator further sheweth unto your Lordship, that the said *B.* after your Orators intermarriage with the said *K.* to wit, about 10 years since, dyed unmarried; and before she attained the age of 18 years, by means whereof, her part and portion of, and in the said personal Estate, Rents, and Profits, did rightfully come and belong, and ought to have been well and truly paid, divided, and satisfied, unto your Orator, in the behalf of the said *K.* his wife, and unto the said *S.* the Surviving Daughters of the said *H.J.* equally between them. And your Orator well hoped, that the said *H.S.* would have well paid, and justly satisfied unto him, the full part, portion, and share, which belonged and was due unto him, in right of his Wife, of and for the personal Estates and Rents, and profits aforesaid, as well in respect of the death of the said *B.* aforesaid, as otherwise, as in all Equity and good Conscience she ought to have done. Which notwithstanding, she the said *H.S.* absolutely denying to do, your said Orator, and the said *K.* his Wife, being thereunto enforced by the obstinate and wilful refusal of the said *H.S.* to pay unto them, what really and justly was due and belonged unto them, by the means and manner aforesaid, did on or about *Trinity* Term, which was in the year of our Lord, 1660. exhibit their Bill of Complaint in this Honourable Court, against the said *H.S.* to be relieved touching the Premisses: But she the said *H.* contemptuously refused to make any Answer thereto, although she was then duly served with Process to appear, and answer the said Bill, and the several Processes of Contempt were taken out against her, for refusing so to do. Since which time (to wit) in or about 10 months since, the said *K.* your Orators said late Wife died; and after her death, your Orator did procure Letters of Administration, of all and singular her Goods and Chattels, Rights and Credits, to be legally granted and committed unto him, under the Seal of the Prerogative Court of *Canterbury*; and thereby became legally entituled unto, and ought to have had and received from her the said *H.S.* such part, portion, and share, of the said personal Estate, and of the Rents and Profits aforesaid, as was any way due, or ought to have been paid to your Orator, in right of the said *K.* his late Wife, in case she the said *K.* were still living. And your Orator hath accordingly at several times, in all respective manner, repaired unto the said *H.S.* and requested her to pay and satisfie the same unto your said Orator. But so it is, may it please your Lordship, that the said *H.S.* by Combination with the said *C.* and *W.H.* and *H.S.* the Sister, who pretends a Right and Title by Survivorship, unto the Portions of the said *D.B.* albeit she and every one of them knoweth the truth of all and singular the Premisses to be such, as is herein before set forth; and that the respective portions, or shares aforesaid, of the said *K.* and the said *B.* did amount to far above the Sum of 2500 pounds, having gotten into her, or their, or some of their hands, custody or possession, or into the hands, custody or possession of some other person or persons to her, to his or their use or by her or their delivery or privity, all and every the Deeds and Writings, whereby the said Lands, Tenements, and Hereditaments, with their Appurtenances; and the Goods, Chattels, and personal

K. dies, her part rightfully came & belonged to the Orator, unto the said K. and unto S. the surviving Daughters equally between them.

Bill exhibited for relief upon refusal of payment.

She refused contemptuously to Answer although served with Process.

The Orator procured Letters of Administration.

Combination.

personal Estate, were granted, assured, and settled by him the said *H.J.* upon the several trusts aforesaid, or upon some other trusts, for his Daughters before named: and having so, as aforesaid, possessed her, and themselves of the said personal Estate, and received and taken the Rents and Profits of the said Grounds, Lands, Tenements, and Premisses, with the Appurtenances; and taking advantage of your Orators Ignorance, of and concerning what personal Estate, and the particulars and true values thereof; and what Mannors, Messuages, Lands, Tenements and Hereditaments, and the yearly value of them, and where situate or lying, whereof the said *H.J.* had and was seized and possessed of in his life time, and that were by him settled and assured in Trusts, for raising Portions for his said Daughters, or otherwise for their benefit; and of and concerning the true Contents of the said Writings and Deeds of Settlement aforesaid, in respect your Orator lived, and still liveth remote from the place, where the said *H.J.* lived, and was a stranger to him, and no wise acquainted with his Estate; and by reason thereof, and by the close carriage and dealings of the said *H.S.* &c. towards him concerning such Affairs, did not, neither could acquaint himself with, or discover the same, she the said *H.S.* and other their Confederates, do now go about and endeavour to obscure and conceal the Estates, Settlements, and Assurances aforesaid; and all the Deeds and Conveyances, whereby the said *H.J.* did in any other sort or manner settle and convey his personal Estate, for the use and benefit of his Children. *And also*, the personal Estate of the said *H.J.* and the particulars, and true yearly values of the said Mannors, Messuages, Lands, and Premisses, so settled as aforesaid, and still refuseth to satisfie or pay to your Orator, the part, portion, and share of the said personal Estate, Rents, and Profits aforesaid, which belongeth unto him as aforesaid; or to discover unto him what the same is or doth justly and fully amount unto: and to colour such her dealings, they do sometimes pretend, and give out in Speeches, that the said *H.J.* did not make any such or other Settlements, Assurances, Conveyances, or Estates in trust; or for the benefit of his said Daughters, of or in his personal Estate, or any part thereof, or of or in any his Mannors, Messuages, Lands, Tenements, or Hereditaments whatsoever, within the said County of *L.* or elsewhere in *England*. *And*, sometimes do confess that he did make such, or the like Settlements or Estates, as are herein before set forth, and upon the same, or like causes, as touching his said daughters, as are likewise before mentioned, and hath shewed some of them to your Orator; but refused, and still doth refuse, to let him have, or take any Copy thereof, or any serious perusal of the same, or of all or any of the Contents of the same, and pretendeth, that little benefit hath risen to or for the said daughters by means thereof, and for that the said *H.J.* his Estate real & personal, was sequestred by the Parliament, and part of his personal Estate taken away, by several Committee-men, and other persons, who had authority from the said Parliament to do the same, and the Rents and Profits of the Lands received, and taken by the Sequestrators for a long time after his death. *Whereas* she the said *H.S.* or some or one of the Confederates, notwithstanding such her pretences, well know; and the truth of it is, that the said

H.S. and others conceal the said Estates and Settlements, &c. for the use of his Children.

Refuses the Orator Copies of the Settlements.

ſaid *H.J.* did in his life time, grant, convey, ſettle, and aſſure, all his perſonal Eſtate, and the Rents and Profits of his ſaid Lands before named, and divers other his Mannors, Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances in truſt, for or to be diſpoſed of, for the benefit of his ſaid Daughters as aforeſaid, and that but little of his ſaid perſonal Eſtate was taken away whilſt he was under Sequeſtration; and what was ſo taken away, remained undiſpoſed of, and was kept in ſuch perſons hands as were reſponſible for the ſame, and there remained until the ſaid Sequeſtration was wholly taken off, and diſcharged; which was in or about the month of *J.* which was in the year of our Lord 1650. being within few days after his death, *And* that he, or ſome of them, did receive, or might have received all the Arrears of Rent which were behind, for 3 years, or thereabouts, at his death, which amounted in all to 3000 *l.* and upwards; and ſhe or ſome of the Confederates did or might have taken and poſſeſſed her or themſelves of ſo much, or the greateſt part, of the ſaid perſonal Eſtate which was ſo taken away, or recovered the ſame, or the value thereof with damages of ſuch perſon and perſons who had and detained the ſame accordingly. **And**, the ſaid *H.S.* the Siſter pretendeth unjuſtly to have the ſaid Portion of the ſaid *B.* by Survivorſhip, being contrary to the truſts aforeſaid, it being provided by the ſaid truſt that the ſame ſhould be ſo divided amongſt the ſurviving Siſters, of which the ſaid *K.* your Orators Wife was one; all which dealings and proceedings of the ſaid *H.S.* &c. are contrary to all Equity and good Conſcience, and by means thereof the ſaid Settlements of the ſaid *H.J.* are likely to become fruitleſs, and the truſts thereby repoſed, are likely to remain unperformed, and his true intent and meaning defeated, and your Orator like to ſuſtain exceeding great wrong, and prejudice, unleſs he ſhall be relieved in the Premiſſes, in this Honourable Court, according to right, equity, and good conſcience. **In tender Conſideration whereof**, and for that your Orator hath no means at or by the Common-Laws of the Land to diſcover the ſaid Settlements and Truſts aforeſaid, and the Contents of the ſame, or to compel a performance of the ſaid Truſts; nor can thereby, or by any means, ſo well as by the Anſwer of the ſaid *H.S.* &c. hereunto, upon their corporal Oaths diſcover the truth of the Premiſſes, nor be relieved concerning the ſame otherwiſe than by the Aid and Aſſiſtance of this Honourable Court. *And* to the intent that the ſaid *H.S.* &c. may make perfect and direct Anſwers unto all the ſaid Premiſſes, upon their corporal Oaths, and may ſet forth and diſcover whether the ſaid *H.J.* did not before his death, and how long before his death, grant, convey, ſettle, and aſſure, by one or more Writing or Writings, by him executed, all or any part, or what part in particular, of his perſonal Eſtate to the ſaid *H.C.* and *H.W.* or one of them, or ſome other perſon or perſons, and what perſon or perſons by name and abode, upon the truſts aforeſaid, or upon any other; and what other truſts, or to what other purpoſe, for or concerning the raiſing of portions, or for the benefit of the ſaid *K.* and her ſaid 3 Siſters before named, and what the true date and contents of the ſame writing and writings are, and in whoſe hands, cuſtody, and poſſeſſion the ſame are, and who are Witneſſes to the Sealing and Delivery,

livery thereof, and may also discover and set forth whether the said *H. J.* did not before, and how long before his death make and grant to the said *H.C. H.W.* or one of them, and which of them, or to some other; and what person and persons, by name and abode, one or more Lease or Leases, for years or some other: and what other Estate or Estates in Writing or otherwise of and in the said Lands, and Grounds, in *V.* and *W.* or any and which part or parcel of them, or any of them, and of and in divers other, and what other Mannors, Messuages, Lands, Tenements, and Hereditaments, and where situated, lying, and being, and in whose occupation, and of what yearly value, upon the Trusts aforesaid, or upon what other Trusts, or to what other purpose, for or concerning the raising of Portions, for the benefit of the said *R.* and her said 3 Sisters as aforesaid, and what are the true Date and Contents of the same Writing and Writings, whereby such Lease or Leases, or other Estate or Estates are made, and in whose hands custody, or possession the same are, and who are witnesses to the Sealing and Delivery thereof; and whether every or any, and which of the said Grants, Leases, and Estates aforesaid, were at any time, and when assigned and made over to the said *H.S.* *And* whether she hath not received, had, taken or disposed the Rents and Profits of the Lands and Premisses so settled and assured; or who else hath for all the time, or what time since, and what and how much Rents and Profits she or any other hath received, had, taken, or any ways made or raised, of, for, or by the same Lands and Premisses, or any, or which of them yearly, otherwise since the death of the said *H J.* *And* also may discover and set forth what, how much, and how many Jewels, pieces of Plate, ready Moneys, either in Gold, or Silver, Stock, Pewter, Brass, Linen, Woollen, Beds, Bedding, and Furniture of and belonging thereunto, Hangings, Leases, Bonds, Bills, and other Specialties, and other Goods, Chattels, and personal Estate whatsoever, she the said *H.S.* or *H.C.* or *W.H.* hath possessed her or themselves of, or gotten into her or their hands, custody, or possession; or into the hands, custody, or possession, of any other, and what other person or persons by name and abode, to her or their use; or by or with her consent, delivery, privity, knowledge, and where the same now are, and the particulars and true values of them, and every of them; and what Debt, Sum, or Sums of Money, Arrears of Rent, Goods, Stock, and Merchandizes, and the particulars and true values thereof, which belonged to the said *H.J.* or were due and owing to him at his death, by what person or persons, by name and abode, for her or them, or by her or their, or either of their consent, direction, privity, or agreement, hath had, received, taken, or disposed of since his death, and what are yet unreceived, and by whom are the same due and owing. *And* may discover and set forth what personal Estate, and particulars, and true values thereof, the said *H.J.* was possessed of, and interessed in, at the time when he made the Grant, Assurance, or Settlement, of and concerning the same, for the raising of Portions, or other benefit of or for the said *K.* and his other Daughters before named, and how the same hath been disposed of since, and into what hands, custody, or possession, and by whose direction and means the same

have

have ſince come, or been diſpoſed of, and who hath the ſame now. *And* to the intent alſo, that the ſaid *H.S.* &c. may likewiſe ſet forth, whether there did belong and was due to the ſaid *B.* of the Eſtate aforeſaid of 500 *l.* or what other Sum of Money, and what or how much the ſaid *H.* did acknowledge or confeſs was ſo due unto her, or would thereafter become due unto her; and whether your Orator did not thereupon conſent and agree unto the ſaid Marriage, and make ſuch Joynture unto the ſaid *K.* aforeſaid. *And* that the ſaid *H.S.* &c. may be compelled to render a true accompt of what ſhe, they, or any of them, hath received and had of the perſonal Eſtate of the ſaid *H.S.* ſince the ſettlement thereof as aforeſaid; and of the Rents and Profits of the ſaid Lands and Premiſſes, or any of them, ſince the Leaſes and other Eſtates were alſo made by him as aforeſaid, and ſet forth what is juſtly and truly due, or belonging unto your Orator, for the part, ſhare, and portion of the ſaid *K.* as well in reſpect of the death of the ſaid *B.* as otherwiſe. *And* may be compelled to pay the ſame unto your Orator, as in all Equity and good Conſcience they ought. *And* that the ſaid *H.S.* the Siſter, may ſet forth, by what Title ſhe claimeth the whole portion of the ſaid *B.* or what ſhe hath received for her Portion, out of the Eſtate of the ſaid *H.S.* or what particular Right ſhe claimeth under the Truſts and Settlements aforeſaid; that they and every of them may true anſwer make upon their Corporal Oath, to all and ſingular the Premiſſes; and that your Orator may be relieved therein, in this moſt Honourable Court, according to all Equity and good Conſcience: Which he humbly prayeth, may it pleaſe your Lordſhip, to grant unto your Orators his Majeſties moſt gracious Writ or Writs of *Subpœna*, to be directed to the ſaid *H.S.* &c. Thereby commanding her, and every one of them, at a certain day, and under certain pain therein to be limited, perſonally to be, and appear before your Lordſhip, in the High and Honourable Court of *Chancery*, then and there to make a perfect and direct Anſwer to all the ſaid Premiſſes, upon their Corporal Oaths. And further, to ſtand and abide, and perform ſuch Order, Decree, and Direction touching the ſame, as to your Lordſhip, and the ſaid Court ſhall ſeem to ſtand with Right, Equity, and good Conſcience. *And* your Orator ſhall daily pray, &c.

A Bill to redeem a Mortgage.

To the Right Honourable, &c.

HUmbly Complaining, *sheweth* unto your good Lordship, your daily Orator *A.M.* of *L.* Gent. Son and Heir of *A.M.* late of *M.* in the County of *E.* Gent. deceased, That the said *A.M.* your Orators said late Father deceased, was heretofore; That is to say, in or about the year of our Lord, 1642. seized in his Demesn, as of Fee, or some other good Estate of Inheritance, of and in all that Capital Messuage or Tenement, commonly called or known by the name of *W.* situate, lying, and being in *M.* aforesaid, with all the Out-houses, Edifices, Buildings, Yards, Orchards, and Gardens, thereunto belonging. *And* also, of, and in all that Meadow commonly called or known by the name of *P.* Mead, containing by estimation 17 Acres, lying in the Parish of *S.* in the said County of *E.* *And* your Orators said Father, being so of the said Messuage and Premisses seized as aforesaid; he the said *A.M.* your Orators said late Father, did in or about the month of *I.* which was in the year of our Lord God, 1644. borrow of one *A.S.* Widow, the Sum of 500 l. *And* for the securing of the payment of the said 500 l. with Interest, the said *A.M.* your Orators said late Father deceased, in and by a certain Indenture, bearing date on or about the *26th* day of *J.* in the said year of our Lord God, 1644. did grant, bargain and sell the same Messuage, Lands, and Premisses, before mentioned unto the said *A.S.* her Heirs and Assigns for ever. Provided nevertheless, and upon this Condition, that if the said *A.M.* his Heirs, Executors, Administrators, or Assigns, or any of them, did pay or cause to be paid unto the said *A.S.* her Executors, Administrators, or Assigns, at or in the then dwelling-house of *W.P.* Mercer, situate in *C.* in the County of *E.* the full Sum of 590 l. of lawful Money of *England*, in manner following; That is to say, the Sum of 15 l. parcel thereof upon the 8th of *J.* next ensuing the date thereof; and the like Sum of 15 l. more thereof, upon the *12th.* of *J.* in the year 1645. and 15 l. more upon the 2 day of *July*, then next following; and 15 l. more on the *12th* of *J.* 1646. And 15 l. more upon the *12th* of *J.* then next following; And 515 l. residue upon the *12th* of *J.* 1647. That then the said Bargain and Sale should be void; as by the Deed of Bargain and Sale on that behalf may appear. And, your Orator *further sheweth* unto your good Lordships, that the said *A.M.* did for sometime after the said Mortgage so made as aforesaid, pay the Interest of the said 500 l. as the same became payable as aforesaid: But the late Wars and Troubles in this Nation happening, and the said *A.M.* impoverished by losses, and otherwise; and wanting Moneys, did neglect to continue the payment of some of the said Interest-Moneys. *And*

there-

thereupon, the ſaid *A.S.* did about 14 years ſince, enter into the ſaid Meſſuage and Premiſſes, as aforeſaid, mortgaged unto her. *And* ſhe the ſaid *A. S.* by herſelf, her Servants, Agents, and Tenants, did divers years together take and receive the Rents, Iſſues, and Profits, of the ſaid Meſſuage and Premiſſes. *And* did thereby yearly make, receive, and had the ſum of 40*l.* and upwards. *And* the ſaid *A.* dying about 10 years ſince, one *W. P.* of *C.* in the ſaid County of *E.* Mercer, and one *W. P.* of *R.* in the ſaid County of *E.* Yeoman, immediately after the death of the ſaid *A.S.* did enter into the ſaid Meſſuage and Premiſſes, and for divers years together, did take and receive the Rents and Profits of the ſame Meſſuage and Premiſſes, pretending to have ſome Title to the ſame, by or under ſome Deviſe or Grant of the ſaid *A.S. And* of late one *T.C.* of *L.* Vintner, hath alſo entred into the ſame Meſſuage and Premiſſes, & held and enjoyed the ſame, and taken and received the Rents, Iſſues, and Profits thereof, to his own uſe, by virtue or colour of ſome Grant, Conveyances, or Eſtate thereof to him made, as he pretendeth by the ſaid *W. P.* or *W. P.* or one of them. *And* the ſaid *T.C.* hath lately pulled and taken down, or cauſed to be pulled and taken down, one Barn of 4 Bays of Building lately ſtanding, and being parcel of the ſaid mortgaged premiſſes, worth &c. and upwards to be ſold: and hath removed the ſame Barn off from the ſaid mortgaged Premiſſes, and converted the ſame to his own uſe. And your Orator *further ſheweth* unto your good Lordſhips, that the ſaid *A. M.* your Orators ſaid late Father, in the month of *M.* laſt, dyed: And the ſaid Grant and Conveyance of the ſaid Meſſuage and Premiſſes ſo made by the ſaid *A.M.* deceaſed to the ſaid *A. S.* deceaſed, being but a Mortgage for Security of mony, and the ſaid mony intended to be hereby ſecured, being ſince by the receipt of the profits of the Premiſſes by the ſaid *A. S. W. P. W. P.* and *T.C.* or ſome or one of them. *And* in caſe any part of the mony thereby intended to be ſecured, be yet remaining unſatisfied, your Orator (who is Son and Heir to the ſaid *A.M.* deceaſed) is willing to ſatisfie and pay the ſame. *And* ſo your ſaid Orator, being Son and Heir of the ſaid *A. M.* deceaſed, according to the Rules of Equity and good Conſcience ought to come and enjoy the ſame Meſſuage, Lands, and Premiſſes, and to receive the Rents and Profits thereof to his own uſe. But ſo it is may it pleaſe your good Lordſhips, that the ſaid *W. P.* of *H.* (the ſaid *W. P. C.* being ſince dead) and the ſaid *T. C.* do detain and keep the ſame Meſſuage and Premiſſes from your ſaid Orator; and by Combination and Confederacy amongſt themſelves do refuſe to diſcover which of them hath the intereſt in Law, in the ſame Bargain and Sale, or Eſtate, ſo made by the ſaid *A.M.* deceaſed, or by what means the ſame is come unto them, or either of them. *And* albeit the ſaid *A.S.* deceaſed, and the ſaid *W. P. W. P.* and *T.C.* have made and raiſed great Sums of mony, by and out of the Rents, Iſſues, and profits of the Premiſſes, yet do they the ſaid *W.P.* of *H.* and *T.C.* refuſe to give any account unto your Orator for the ſame. *And* the ſaid *W. P.* of *H.* and *T.C.* do give out in ſpeeches, that they, or one of them, will hold the poſſeſſion of the ſame premiſſes as a forfeited Mortgage, and will take the full and ſtrict advantage thereof in Law: ſo that your Orator is

A.M. *Dyed.*

remedilesse in the premisses, save only by the aid of this Honourable Court. In tender consideration therefore of the premisses, and to the end the said *W.P.* of *H.* and *T.C.* may by their Answers discover and set forth what Estate or Title, they or either of them do claim, in or to the said Messuage and premisses, and under what *Practises* or *Conditions*, and what monies were intended to be hereby secured, and to whom; and what they, or any of them, or the said *A.S.* deceased, have received and had by the Rents and profits of the premisses, or by the value of the said Barn, or otherwise, toward satisfaction of the said Debt, so secured by the premisses aforesaid; and may accompt to him, your said Orator, concerning the same. *And* that in case the same shall appear to be satisfied (or otherwise, if any Accompt be due upon the same) that upon your Orators payment of what shall appear to remain unsatisfied, they may re-convey the said Mortgage or Estate to your Orator, or otherwise dispose thereof, as your Orator shall appoint, and may not be allowed to take advantage of the Forfeiture of the said Mortgage. *And* that your Orator may be relieved in all and singular the premisses, according to Equity and good Conscience.

Prays upon payment of what is due the said Mortgage may be conveyed.

May, &c.

The Replication of E.S. *Repliant to the several Answers of* A.R. *and* R.W. *Defendants to the Bill of Complaint of the same Repliant.*

THE said Replyant saith in all and every matter and thing, as in & by his said Bill of Complaint, he hath already said and doth and will aver, maintain, and prove all and every the same matters and things to be true, in such sort, manner, & form, as therein and thereby they are set forth and declared. *And* that the said Defendants several Answers, in and to the same and the matters in them contained are false and untrue: whereunto this Replyant needed not to reply, for many apparent faults, defects, untruths, and imperfections in them, and either of them, contained & alledged, the benefits and Advantages of Exception whereof, and to the incertainties and insufficiencies of the said Defendants answers to this Replyant, now & at all times hereafter, saved and reserved. For Replication thereunto, this Replyant saith, That the said Defendant *A.* and her Husband, named in the said Bill, and the said other Defendants have received by and out of the Rents and profits of the said Messuages and Lands, mentioned in the said Bill, the sum of 500 *l.* and upwards; and this Replyant hopeth to prove unto this Honourable Court, that this Replyant did shortly after the death of his Father *R. S.* named in the said Bill by his Friends (he being then in minority) when he came to age, tender and offer, and was ready to pay unto *G. H.* also named in the said Bill, and the Defendant *A.* his then Wife, the sum of 80 *l.* with consideration and interest for the same deducting the Rents by them before received, and damages for the same, for the redemption of the premisses out of Mortgate, which

Replies the Answers are false and untrue.

was

was denyed and refuſed by the ſaid *H.* & the now Defendant *B. And* that then they the ſame *H.* and *B.* immediately after the death of the ſaid *R. B.* & long before the day limited for payment of the ſaid 80*l.* & before any Forfeiture was or could be of the ſaid Mortgage, unjuſtly enter into, & upon, the ſaid Meſſuages and Lands, and did take, carry away, and diſpoſe to their own uſe of the Crop of Graſs and Corn then growing upon the Premiſſes, worth above, &c. and afterwards did plow, ſow, & ſet the ſame at their pleaſures, without any account ever given or made to this replyant or any other truſted on his behalf. *And* as concerning the former Suit in this Honourable Court, & the decree and releaſe mentioned in the ſaid Defendants anſwer, this Replyant ſaith that he never was acquainted with any the proceedings in the ſaid Cauſes, although, as it ſeemeth, the ſame was proſecuted in his name by *T. P.* in the Bill named: Neither did he know of the day of hearing thereof, nor of any decree thereupon made, untill ſome few years paſt: neither was this replyant ever ſerved with the ſaid decree, nor with any Writ, *de Executione decreti*, or other Command of this Honourable Court, to obey the ſame: Nor did he ever ſubſcribe his name to the ſaid pretended releaſe, or ſeal or deliver the ſame unto, or to uſe of *R. B.* and the Defendant *A.* or any other: Neither were there any ſuch Writings ever ſhewed, or tendred to him, to be ſealed. *And* as concerning the Conveyance of the premiſſes, mentioned in the ſaid Defendants anſwer, to be made by the Defendant *A. B.* unto the Defendant *H.* and *M.* his Wife, and the Heirs of the ſaid *W.* This Replyant ſaith, and ſo hopeth alſo to prove unto this honourable Court, that the ſame was made and contrived between them by practice, & by combination, of purpoſe to encumber the premiſſes, and to give a ſhadow & colour of reality thereunto; but in truth, to defeat and defraud this Replyant of his Right and Inheritance, in and to the ſame; and if conveyed, as is pretended, it is at a great undervalue. For this Replyant will prove, that the Premiſſes are now worth about 500*l.* to be ſold, and within very few years now to come, will be worth, to be ſold, 700*l.* And ſo traverſeth without that, that the ſaid Defendant *W.* did really and truly pay unto the other defendant, the ſum of 365*l.* for the ſuppoſed Purchaſe, as in the ſaid Defendants anſwers is untruly alledged. And without that, that any other matter or thing contained in the ſaid Defendants Anſwers, or either of them, is material or effectual for him this Replyant to reply unto; And not herein ſufficiently replyed unto, traverſed, or avoided, is true to the knowledge of this Replyant. All which matters and things this Replyant is ready to aver, maintain, and prove, as this honourable Court ſhall award. And humbly prayeth, as in and by his ſaid Bill of Complaint he hath before prayed.

Prays as in the Complaint he hath prayed.

The Replication of W.D. E.D. H.D. *and* T.D. *to the answer of* F.P. *Widow, Executrix of the last will and Testament of* J. *Gent. deceased, Defendant.*

Replyes to the sufficiency of the Bill and upon good cause.

THE said Complainant, for Replication unto the said Defendants said Answer, saith, That the said Bill of Complaint by him exhibited into this Honourable Court, against the said Defendant, is very true, certain, and sufficient in the Law, to be by him the said Defendant answered unto. And that all and every the matters & Allegations in the said Bill of Complaint contained, are by him therein set forth, upon good cause, and just ground and occasion of Suit. And this Replyant further saith, & averreth, That the said Answer of the said Defendant, unto the said Bill of Complaint, is very uncertain, untrue, and insufficient in the Law to be replyed unto, by him this Replyant. Nevertheless, all advantages and benefit of Exception, to the incertainties and insufficiencies of the said Defendants said Answer to this Replyant, now and at all times hereafter, saved and reserved, for Replication unto the said Defendants said Answer, this Replyant, in and by his Replication, saith and sheweth, in every matter and thing, as before in, and by his said Bill of Complaint, he hath said and shewed. And that he doth and will thereby justifie, maintain, and prove his said Bill of Complaint, and all and every the matters and Allegations therein comprized, to be certain and true in such sort, manner, and form, as the same are therein, by him this Replyant, set forth, and expressed, without that, that any other matter or thing whatsoever, in the said Defendants said Answer contained, material or effectual in the Law, for this Replyant to reply unto, and not therein and thereby sufficiently replyed unto, confessed, or avoided, or otherwise replied unto, is true. All which matters and things, this Replyant is ready to aver, justifie, maintain, and prove, as this Honourable Court shall award and direct. And thereupon, he this Repliant, in and by this his Replication, humbly prayeth, as before, in and by his said Bill of Complaint, he hath already formerly payed.

Uncertainty of the Answer.

Will prove his Bill.

Prays as formerly he hath prayed.

A Bill for the Mortgagee to have the Mortgage redeemed, and to set aside fraudulent Conveyances.

To the Right Honourable, &c.

HUmbly complaining, *shew* unto your good Lordships, your Orator *J.F.* of *H.* in the County of *E.* Esq; and *T.B.* Gent. Executors of the last Will & Testament of *J.F.* of *B.* deceased, that *P.T.* late of *S.* in the County of *B.* deceased, was in his life-time seised of, & in all that Messuage with the

the Appurtenances in, &c. and all Eaſements, Profits, Commodities, and Hereditaments, to the ſame belonging, or appertaining, or uſed, enjoyed, reputed, or accepted as any part or parts of them, or belonging to them, or to any of them, ſituate and being in *W.* aforeſaid; and in and about the month of *J.* 1654. having occaſion to uſe a ſum of mony which he wanted, that is to ſay, the ſum of 700*l.* he did borrow ſo much of the ſaid *J.F.* and for the ſecuring the re-payment thereof with Intereſt, at the rate aforeſaid, he did by his Indenture, bearing date the &c. mortgage to him the ſaid *J.F.* the ſame Copies & Premiſſes, for the term of 300 years next enſuing the date of the ſaid Indenture, with a Proviſo or Condition therein alſo contained, for the payment of Intereſt yearly, and the ſaid 700*l.* at ſuch times; as is therein expreſſed, as if the ſaid Indenture of Mortgage could be produced, would appear. *Mortgage for ſecurity of 700l.*

And your Orators further ſhew, That they have heard that the ſaid *P. T.* did for a year or two pay Intereſt for the ſaid Sum; and then failing ſo to do, and continuing to make ſuch default, and refuſing to make payment, not only of the principal Sum, but of Intereſt alſo, the ſaid F. was conſtrained to begin a legal courſe, for recovery of the ſaid Mortgaged Premiſſes, and did by an *Ejectione firmæ* ſo do; and in and near the month of *J.* in that year, had poſſeſſion of the premiſſes delivered unto him, and entred thereupon, and during his life, did receive what profits thereof he fairly and reaſonably might: In which time, by reaſon of the late Wars, or otherwiſe, it happend, that both the ſaid Indenture of Mortgage, ſo ſealed and delivered by the ſaid *P.T.* to the ſaid *J.F.* as aforeſaid, were burned or loſt; whereby the ſaid *J. F.* apprehending that he might be in ſome danger of loſing his monies, repaired to the ſaid *P.T.* and informed him thereof, and deſired him either to ſeal to him the ſaid *J.F.* a new Deed, or to permit him the ſaid *J.F.* (which he rather deſired, becauſe of ſome Incumbrances, which by that time the ſaid *P.T.* might have had the Premiſſes lyable unto, had not the ſame been out of him for the Terms aforeſaid) to make true and authentick Copies thereof, by the Counterparts of ſuch Leaſes: whereunto the ſaid *P.T.* did not only willingly condeſcend, and the ſame was done accordingly; but the ſaid *P. T.* did freely acknowledge the Debt aforeſaid. *That P.T. did pay Intereſt for a year or two.* *Recovery by Ejectment by F. and received what profits he formerly might during his life.*

But ſo it is, may it pleaſe your good Lordſhips, That the ſaid *P.T.* hapning to dye, in or about the month of &c. in the year &c. *R.T.* Gent. his eldeſt Son, unto whom the Recoveries expectant upon the ſaid ſeveral Leaſes, as he pretendeth, deſcended; having underſtood that ſuch Leaſes were loſt, was deſirous to make ſome advantage thereof, and gave out ſpeeches, that he had a good Title to the poſſeſſion thereof, and that he ought to enjoy the ſame: And by himſelf and Agents, did interrupt the ſaid *J.F.* in receiving the Rents and iſſues, and profits thereof: pretending further, though untruly, that the ſaid *J.F.* had forfeited the Eſtate in the premiſſes, or ſome part thereof by committing Waſts therein. And your Orator further ſheweth, That the ſaid *J.F.* upon or about the day of &c. which was *Anno Dom.* 1656. made his laſt Will and Teſtament in Writing, and therein and thereof conſtituted your Orator Executor, and ſoon after whoſe deceaſe, your Orator by ſuch his Will which they duly procured, became intituled to his perſonal

Eſtate, and in particular to ſaid 2 houſes, and they having had ſome conference with the ſaid *R. T.* thereabout, he not only maks the ſame pretences to your Orator, as he did to the ſaid *J. F.* but pretends further, that your Orator had no Title thereunto, but that ſuch Eſtate as the ſaid *J. E.* had therein, if any was by him aſſigned to *F. D.* who, in truth, claimeth nothing in the premiſſes; and that he can wreſt the premiſſes from your Orators, upon the Intereſt of the ſaid Deed, or elſe upon ſome old dormant Incumbrances which he threatents to buy in, or otherwiſe to ſet on foot, on purpoſe to make the premiſſes lyable thereunto, and to defraud your Orators of the ſaid juſt debts, and to that end the ſaid *R. T.* hath exhibited his Bill of Complaint into this Hononrable Court againſt your Orators, whereby he ſeemeth to deſire to get the premiſſes from your Orators without payment of any mony at all: yet rather than, fail he ſeemeth thereby content to redeem the ſame, which he well might, having ſeen and read the Counter-parts of the Leaſes aforeſaid, which he or ſome for him ſtill hath and have, and he can come by, and that he ſhould be admitted to ſuch Redemption, although, as your Orators are adviſed in regard of the Antiquity of the ſaid Mortgages and for other reaſons, they might have juſtly inſiſted upon it to have his Bill diſmiſſed, your Orators have ſubmitted hereunto on ſuch Terms as in their anſwers to his ſaid Bill they have expreſſed. *But* ſo it is, may it pleaſe your Lordſhips, that your Orators are given to underſtand, That the ſaid *R. T.* intendeth nothing leſs than to redeem the ſame: and it partly ſo appeareth, in regard of his ſlow proſecution of ſuch his Suits, whereof your Orators deſiring an iſſue and end, have not only preſſed on the ſaid *R. T.* in that Suit, but have commenced this againſt him. **In tender conſideration whereof**, and to the end the ſaid *R. T.* may pay your Orator what upon a fair Accompt ſhall appear due to your Orator upon the ſaid Mortgage for principal and intereſt, and charges and coſts of Suit at Law, and in this Court, and may be concluded of all equity and power of Redemption, and that your Orator may by Decree of this Court enjoy the premiſſes according to the Covenants in the ſaid Indenture of Mortgage againſt the ſaid *R. T.* & his Heirs & all claiming by, from & under him and *P. T.* and that the ſaid *R. T.* may deliver unto your Orators the Deeds, Evidences and Writings concerning the ſame; and may alſo for your Orators further Aſſurance ſet forth whether the 2 Schedules hereunto annexed, be true Copies of the Counterparts of the 2 Indentures or Deeds of a Mortgage: and if not, may ſet forth all the particulars wherein they vary and differ from ſuch Counter-parts, and may alſo diſcover what Incumbrances the mortgaged premiſſes or any, & which of them, are liable unto, during the ſaid Terms of 300 years, & that he may expreſs the date of ſuch incumbrances and the natures of them, & the parties to them, and what is due upon them or any, and which of them, and that all ſuch being without juſt conſideration, and fraudulent, and ante-dated, and dormant, and do deceive Purchaſors and Creditors, may be ſet aſide: and that the ſaid *F. G.* may ſet forth, what Eſtate or Intereſt he claims in the premiſſes, and that your Orators may have ſuch further relief therein as ſhall be agreeable to Equity, **May it pleaſe**, &c.

Prays to have what upon a fair Account appears to be due upon the Mortgage for Principal, Intereſt, Coſts and charges, and may be concluded of all equity of Redemption and by Decree to enjoy the Premiſſes &c.

A Bill *to redeem a Mortgage.*

To the Right Honourable, &c.

HUmbly complaining, *sheweth* unto our Lordships your Orator *T. R.* that *P.T.* deceased, your Orators late father, was in his life-time lawfully seised in his Demesn as of Fee, of and in divers and several Woods, Wood-grounds, Lands, &c. *And* the said *P.T.* being thereof so seised, and about 5 years since dyed thereof so seised, and after whose decease the said Woods, &c. did descend and come to, as of right they ought to descend and come unto, your said Orator as Son & heir of the said *P. T.* your Orator being then and until now of late an Infant under the age of 12 years. *But now*, so it is may it please your good Lordships, that *T.B.* and *J. G.* Executrix as they plead of last Will & Testament of *J. H.* Esq; the said *A.T.* &c. do claim and pretend to have some Title, Term or Estate in the said Woods, &c. or some of them, by or under some Lease or Grant made, as they pretend, by the said *P. T.* in his life-time unto the said *J. F.* and since assigned and come unto the said *T.B.* &c. or some or one of them as they pretend: Whereas if any such Lease, Grant, or Estate were made by the said *P.T.* the same was but a Mortgage for security of Mony, and all the mony which was intended to be thereby secured, is since satisfied by receipt of the profits of the premisses by the said *J.F.* who entred upon the premisses & got the possession thereof during your Orators minority, and after his said Fathers decease, or by the said *T.B.* &c. or some or one of them, being also in possession of the premisses by pretence of Estate, Conveyance, or Assignment, of the said *J.F.* or in his right, or in trust for him, or else the said Term and Estate is now expired; or in case the said Term and Estate be yet in being, & that any part with their mony thereby intended to be secured, be yet remaining unsatisfied, your Orator is willing to satisfie & pay the same: yet *Nevertheless* they the said *T.B.* &c. do detain and keep the same from your Orator, and by Combination and Confederacy among themselves, do refuse to discover which of them hath the Interest in Law in the said Lease or Estate so made by the said *P. T.* & by what means the same is come unto them and they or some of them, and also the said *J.F.* deceased, who during the minority of your Orator, entred upon the premisses, and got the possession thereof as aforesaid, have made and raised great sums of mony by and out of the rents and profits of the premisses, and do refuse to give an Accompt unto your Orator for the same. *And* your Orator having no Counter-part of the said Lease or Grant made by the said *P.L.* is ignorant of the contents thereof, nor can tell what Rent was thereupon reserved, nor hath any means to Recover such Rent, or can tell when the said pretended Estate was to begin or end, nor whether it be expired yea or no, nor what mony was thereby

Refuse to Accompt.

thereby ſecured to be paid, nor to whom or when, neither doth he know to whom the intereſt in Law in the ſaid Leaſe or Eſtate ſince came. *And* the ſaid *T. B.* doth give out, that they will hold the poſſeſſion of the premiſſes as a forfeited Mortgage, and will take the full and ſtrict advantage thereof in Law: So that your Orator is remedileſs in the premiſſes ſave only by the Aid of this Honourable Court. **In tender Conſideration** thereof of the premiſſes, and to the end the ſaid *T. B.* &c. may by their Anſwers diſcover & ſet forth what Eſtate or title they or any of them do claim it or to the ſaid Woods, &c. and when the ſame was made and by whom, & for what term, and under what Rent, and under what Proviſoes or conditions, and what moneys if any were intended thereby to be ſecured, and to whom, and what they or any of them or the ſaid *J. F.* deceaſed, have received, and had by the Rents and profits of the premiſſes or otherwiſe towards the ſatisfaction of their debts ſecured by the Premiſſes, if any ſuch debt or ſecurity were, and may Accompt to you concerning the ſame, & that they may produce their Original Leaſe into this Honourable Court, that your Orator may have a copy thereof, and that in caſe the ſame ſhall appear to be ſatisfied (or otherwiſe if any mony be due upon the ſame) that upon your Orators payment of what ſhall appear to remain unſatisfied, they may ſurrender their ſaid Leaſe, Mortgage, or Eſtate, or otherwiſe aſſign and diſpoſe thereof as your Orator ſhall appoint, and may not be allowed to take advantage of the forfeiture of the ſaid Mortgage (if any ſuch there be:) *And* that your Orator my be relieved in all and ſingular the Premiſſes according to Equity and good Conſcience, May it pleaſe your Lorſhips, &c.

Prayes they may diſcover what they hold by.

And alſo the ſurrender of the ſaid Leaſe if it appear to be ſatisfied, or if any appear to be due upon the payment they may ſurrender and may not take advantage of the mortgage.

A Bill for Relief of an Heir, and to have the Writings, &c.

To the Right Honourable, &c.

The purchaſe of land by W. W. the ſaid W. his Grandfather.

HUmbly Complaining *ſheweth* unto your Lorſhips your daily Orator *W. W.* of *S.* in the County of &c. That the ſaid *W. W.* your Orators ſaid late Grandfather, and the ſaid *W.* his Son, both deceaſed, did about 30 years ſince purchaſe the Inheritance of and in divers Lands, Meadows, Paſtures, and Paſture grounds, lying & being in *H.* in the ſaid County of *L.* of the yearly value of 40*l.* or thereabout. *And* the ſaid *W. W.* your Orators ſaid late Grandfather, deceaſed, being deſirous to have the ſaid Lands and Premiſſes continued in their own name & blood, they the ſaid *W. W.* your Orators ſaid Grandfather, and *W. W.* his Son, did cauſe the ſame Lands & Premiſſes by Fine, Recovery, Feoffment, or by ſome other good conveyance and Aſſurance in the Law, to be conveyed, ſettled and aſſured to uſe of them the ſaid *W. W.* the Grandfather, and *W. W.* the Son, & of the Heirs males of the body of the ſaid *W.* the Son, the Remainder to the ſaid *W.* your Orators ſaid late Father, & the heirs males of his body, with divers Remainders over; as by the ſame Conveyances and Aſſurances, or ſome of them; if your Orators had the ſame to ſhew forth it doth and may appear.

The ſaid Lands paſſed by Fine to the uſe of W. W. the Grandfather and W. W. the Son, and of the Heirs males of the body of the ſaid W. the Son the Remainder to R. W. &c.

And

And your Orator *further sheweth* unto your good Lordships, that the said *W.W.* your Orators Grandfather died about 25 years since, and that the said *W.W.* your Orators said late Father died about 3 years since, and that the said *W.W.* your Orators said Uncle is lately dead without Issue-male, by which means the same Premisses do remain and come, and ought to remain and come to your Orator as Heir-male of the said *R.* your Orators said late Father deceased; and your Orator ought to enter into and upon the said Lands and Premisses, and to possess and enjoy the same, and to take and receive the Rents, Issues, and Profits thereof to his own proper use and benefit. *But now*, so it is may it please your good Lordships, that the said Deeds, Evidences, Conveyances and Assurances of and touching the said Lands and Premisses which do declare, manifest, and shew your Orators Right and Title to the same Lands and Premisses, being in the power and custody of the said *W.W.* your Orators said late Uncle at the time of his death, the same are since the death of the said *W.W.* come into the hands and power or custody of *B.W.* of *S.* in the said County of *L.* Widow, the relict of the said *W.W.* and who is Executrix of the Will of the said *W.W.* her said late husband, and the contents of them are well known unto her, as also where the same, some or one of them, are or have been since the death of her husband, but she taking advantage thereof, and devising with her self how to defeat and defraud your Orator of the same Lands and Premisses; she the said *B.* hath combined and confederated her self to & with *R.S.* and *B.* his Wife, and to and with *J.G.* and *K.* his Wife, they the said *B.* and *K.* being Daughters of the said *W.W.* the Son deceased, who pretended some demise thereof from the said *W.W.* the Son, and by the Combination aforesaid, the said Confederates do not only conceal and suppress the Deeds, Evidences, and Writings, whereby the Entails and Estates aforesaid were created, and which do fully manifest your Orators Title to the Premisses, and refuse to discover the same or the contents of the same Writings, whereby it might and would appear, in and to whom the right & title of and to the same Premisses now is and doth belong. *But* they the said Confederates do now claim the same Premisses, and do pretend title to the same, and have made divers secret and unlawful and other Entries into and upon the said Lands and Premisses. *And* albeit they do very well know your Orators just right and interest in Law and Equity thereunto, yet have they unlawfully made and contrived to and amongst themselves and to other persons, to their or some of their uses, divers secret Estates, Conveyances and Assurances of the same Lands and Premisses, or some part thereof, tending to the great prejudice and disherison of your Orator, and to perplex and intricate your Orators Estate, Title, and Interest thereunto. And the said Confederates do interrupt your Orator in the quiet holding and enjoying of the same Lands and Premisses, and in the taking & receiving of the Rents, Issues, and Profits thereof, and do deny to deliver the possession of the Premisses to your said Orator: And do now give out in speeches, that your Orator hath no right or title to the same Premisses. Upon due consideration of all which Premisse, and forasmuch as the doings of the said Confederates are contrary to all right, equity, and good conscience:

when the Grandfather died and Father &c.

Deeds which declare the Orators title lost.

And come into the hands of B. W. widow the relict of W.W. who is Executrix &c. the contents of them well known to her devises how to defeat the Orator.

Combination which conceal writing &c. where by the Estate, Entail and Estate were created, refuses to discover the contents of them.

Made secret Estate to the prejudice of the Orator.

The said confederates interrupt the Complainants quiet holding the same Lands.

And

And for that your Orator hath no relief in the premiſſes at and by the courſe of the Common Laws of this Nation, for Want of ſuch due proof by Witneſſes as is thereby required. *And* for that your Orator knoweth not the certain dates, contents, or number of the ſaid Deeds, writings, and Evidences, nor wherein the ſame be contained; but your Orator well hopeth, that the ſaid Confederates will upon their Oaths diſcover and ſet forth the truth of the premiſſes, matters and things aforeſaid, whereby your Orator may be relieved in the ſame in a courſe of equity in this Honourable Court. *And* to the end the ſaid Confederates may ſet forth what right or title they or any of them, or any others to their or any of their uſes in truſt for them or any of them, have or claim to have out of, in, or to, the ſaid Lands and Premiſſes, or any of them. And by, from, and under what perſon or perſons by name, and by what manner of conveyance or aſſurance, and the dates and contents thereof, and what Rents and profits they or any and which of them have had or received out of or by the ſaid Lands and premiſſes or any part thereof, and for what time. *And* may ſet forth and diſcover the certain dates and contents of the deeds, evidences, and writings ſo by them detained from your Orator as aforeſaid. *And* to the end the ſaid Deeds, Writings & Evidences touching the premiſſes may be delivered to your Orator for the manifeſtation, maintainance, and preſervation of his title and intereſt to the ſame Lands and premiſſes. *And* that your Orator may be relieved in all and ſingular the premiſſes, according to the rules of Equity and good Conſcience, May it pleaſe your Lordſhips, &c.

Prayer relief

Another of the ſame.

To the Right Honourable &c.

HUmbly Complaining, &c. *ſheweth* unto your good Lordſhips, *A. B.* of *L.* in the County of *E.* Eſq; That *whereas F.G.* late of *L.* Gent. deceaſed, was in his Life-time ſeiſed in his Demeſn as of Fee or of Fee tail, of and in the mannor of *D.* in the County of *N.* with ſeveral Lands, Tenements, Rents, Reverſions, Profits and Hereditaments, to the ſame Mannor belonging, &c. *And* being thereof ſo ſeiſed the ſaid *F.G.* did by Fine, Recovery and Deed or Deeds, to lead the uſes thereof, by ſome other good and ſufficient Conveyances and Aſſurances in the Law well & duly executed, make ſome Settlement or Settlements of all & ſingular the ſaid Mannor, Meſſuages, Lands, Tenements, and Hereditaments, or ſome great part thereof: by virtue whereof, the ſaid *J. F.* was afterwards in his life-time ſeiſed of all and ſingular the ſaid Mannor, &c. or of ſome great and conſiderable part thereof for his life or entayl to him & the heirs male of his body, or to the heirs of his body, or ſome ſuch like entail, with a remainder thereupon expectant to your Orator as Cozen & heir of the ſaid *F.G.* and the ſaid *F.G.* being in his life-time by virtue of ſuch Settlement ſo thereof ſeiſed, did in or about the month of *A.* laſt, die thereof ſo ſeiſed without any Iſſue of his body; by reaſon whereof, and of the ſaid Settlement and

F.G. being ſeized, did by Fine and Recovery, & Deed or deeds leading to uſes ſettle the Mannors and Lands &c.

F.G. dyed.

& limitations of the uſes of the ſame, the ſaid mannors, lands, tenements & hereditaments did remain & come to as of right they ought to do to your Orator as Cozen and Heir of the ſaid *J.F.* your Orators Father *G.B.* being Brother & Heir of the ſaid *J.F.* or elſe the ſaid Mannor &c. or at leaſt ſome great and conſiderable part of them were by the ſaid *G. B.* in his life time ſo ſetled as that the ſame ought upon the death of the ſaid *G. B.* without iſſue to deſcend, or remain, and come to your Orator as Heir of the ſaid *G. B.* or as Heir to his ſaid Father, by reaſon whereof your Orator, as Heir of the ſaid *G.B.* or by virtue of ſome ſuch remainder as aforeſaid, ought to have, hold and enjoy the ſaid Mannor &c. *And*, to receive & take the Rents, iſſues & profits thereof to his own uſe. **But now** ſo it is, may it pleaſe your good Lordſhips, that one *T.W.* &c. and *W.H.* deſiring and contriving how to deſeat & defraud your Orator of this Inheritance to him as of right aforeſad belonging and juſtly appertaining; *And* to that end combining & confederating themſelves with *S.H.* and to and with divers other perſons to your Orator unknown, whoſe names when they ſhall be diſcovered your Orator prayeth may be hereinto inſerted and they made parties thereunto, with apt words to charge them withall. *And* the better to colour their deſigns, the ſaid Confederates do give out, and pretend that the ſaid *J.B.* did in his life-time, make ſeveral or ſome ſettlement, or ſettlements, or conveyances of the ſaid premiſſes, or did ſome ways convey the ſame in ſeveral parts & portions, and for ſeveral Eſtates to the ſaid Confederates, or ſome part of them, to their own uſes or to the uſes of ſome other of the ſaid confederates or elſe that the ſaid *J. B.* did in his life time, by ſome Will in writing, deviſe and give the ſame premiſſes, or ſome great and conſiderable part thereof, to them the ſaid Confederates; or ſome of them in Fee, or Fee-tail, or for their lives, or for ſome long Term or Terms of years or in ſome other manner or for ſome other Eſtates or Truſts. **And**, they the ſaid Confederates, by colour and pretence of ſuch Settlements, Conveyances and Aſſurances, or deviſe or deviſes, have made ſeveral Entries into the ſaid Mannor and premiſſes, or into ſerveral parts or parcels thereof, and have poſſeſſed themſelves of the ſame, and do detain, and keep the ſame from your Orator, and have upon the pretences aforeſaid poſſeſſed themſelves of all the Deeds, Evidences, Conveyances, Settlements, and Aſſurances, of the ſaid Premiſſes ſo as aforeſaid made by the ſaid *J.B.* and all other the deeds, evidences, records, Court-Rolls, Terriers, Rent-Rolls, and other Writings, touching and concerning the ſaid premiſſes, and do conceal the ſame from your Orator, ſo that your Orator cannot come to the certain knowledgege of the particulars of the ſaid Lands, Tenements and Hereditaments, nor can your Orator without the ſaid Writings, Deeds, Settlements, and Evidences (whereof the ſaid Confederates as aforeſaid have poſſeſſed themſelves, or ſome of them, or ſecured the ſame in the hands of ſome others in truſt for them, or ſome of them, make out unto himſelf any Title to the ſaid premiſſes, nor be any ways enabled to recover the ſame at the Common Law, or to conteſt his Title at Law with the ſaid confederates; who have gotten, and do detain & hold the poſſeſſion thereof from your Orator, whoſe inheritance the ſame in truth is, as the ſaid Confederates do very well know, & yet unjuſtly

Ought to deſcend to the Complainant as Heir.

Confederacy.

Pretences of Confederates.

And poſſeſſed themſelves, and do detain and keep the Lands from the Complainant.

Deed and Writing ſecured by the ſaid Confederates to their uſe.

Refuses to let the Complainant know what title they pretend to the same or to peruse their Conveyances.

justly detain the same from your Orator and refuse to let your Orator know, or understand what Right or Title they pretend to the same, or to what end or purpose, or upon what trusts such Conveyances were made (if any such have been made) or to acquaint your Orator with the conveyances or assurances whereby they pretend to the same, to be setled upon and conveyed unto them, or some of them, and to let your Orator peruse the same, or the said pretended Will, whereby it is by them given out that some part of the said premisses are setled & entailed upon, or otherwise devised to them the said Confederates or some of them, they the said Confederates well knowing as the truth indeed is, that if there were any such Deed or Deeds, Conveyance, or Assurance, of the said premisses, as they do pretend and give out, made by the said *G. B.* in his life time, the same was meerly voluntary, and without any manner of consideration at all, & with power of Revocation, and to be avoided at pleasure, by the said *G. B.* and hath been by him since made void or ineffectual, by revoking of the same, and executing of the said power so to him reserved, or else the said Deeds, or Assurances have been cancelled, or else the same were only made in trust for the said *G. B.* and his Heirs, and consequently for the benefit of your Orator since the said *G. B.* his death. **And**, if there were any such will in writing & Devise of the same premisses, made by the said *G. B.* as by the said Confederates is given out & pretended, yet was the same revoked & made void in the life-time of the said *G. B.* or is in it self invalid as to the premisses, or else the same was made in the extremity of his distempers, when he was not of perfect and disposing memory, but gained from him by indirect means, when he laboured under his high distempers of sickness, & was not capable of understanding what he acted or did, and ought not to be made use of as against your Orator, being his Heir at Law, for disinheriting him of his inheritance justly belonging to him upon the said *G. B.* his death. *And* yet, do the said Confederates upon such their unjust and untrue pretences unjustly detain and keep the possession both of your Orators said Mannor, Messuages, Lands, Tenements and Hereditaments. *And* also, of his said Evidences, Escripts, Deeds, and Writings concerning the same from your Orator. All which doings from the said Confederates, are contray to Equity, Justice, and good Conscience, and tend to your Orators great prejudice & damage: In tender consideration whereof, and forasmuch as your Orator is

For discovery.

utterly remediless in the premisses by the strict rules of the Common Laws of this Land, and hath no remedy thereby to discover the truth of the premisses, nor what right the said confederates claim, nor what Title they pretend to the said Mannor, Lands, &c. whereof the said *G. B.* dyed seised as aforesaid. **But**, your Orator hopeth that the said Confederates will set forth the same in this Honourable Court, where the same is properly and legally examinable and discoverable. To the intent therefore that the said *C. D.* and *L. F.* may upon their Corporal Oaths set forth and discover what Estate or Interest they or any of them, or any other to their, or any, and which of their use or uses, claim or pretend to have in the said Mannor, &c. Of which the said *G. B.* was seised in his life time, or at the time of his Death as aforesaid. *And* by what

what Deed, Deviſe, Conveyance, or Aſſurance, and when made and how executed, and upon whoſe Contrivance, & upon what Conſideration. *And*, what Deeds, Conveyances or Aſſurances have been made of the Premiſſes, and of any, & what part or parcel thereof at any time, and when & what time the ſame were ſo made by the ſaid *G.B.* or any other by his appointment; *And*, to which of the ſaid Confederates, or to any other to their or any, and which of their uſe or uſes, or to any other uſe or uſes, and what in particular, and when, and where, ſuch Deed, Conveyance, or Aſſurances (if any were made) and when and how executed, and what date the ſame bears, and who are Witneſſes to the ſealing and delivery thereof. *And*, Whether the ſame (if any ſuch were) were abſolute or upon any, and what condition or under any, and what limitation, and with any and what power of Revocation. *And*, Whether ſuch Condition have been performed or power of Revocation executed, or not. *And* whether ſuch Conditions, powers, or Limitations were in diſtinct & ſeveral Deeds if any ſuch were, or in the ſame Deeds that limit their Eſtate. *And*, Whether the Eſtate, or intereſt by ſuch Deeds, Conveyance, or Aſſurance (if any granted or created,) *And*, how many par s or duplicats thereof were made and Sealed at the ſame time. *And*, Whether he Executed more Deeds than one at the ſame time. *And*, (if ſo) What the purport of them was, and in whoſe cuſtody they now are, or any of them. *And*, Whether they were executed according to the reſpective dates thereof, and whether the ſame have not been altered ſince the execution thereof. *And*, whether ſuch Deeds & Conveyances have not been determined by the limitations therein contained. *And*, may likewiſe ſet forth what was the conſideration of making ſuch Deeds, Aſſurances, and Conveyances. *And*, if there were any conſideration for making the ſame, then whether the ſame were not in the nature of Mortgages for ſecurity of any, and what, ſums of mony which have been ſince paid at leaſt in part. *And*, Whether any, and what part of ſuch Mortgage-Mony yet remains unpaid, or whether ſuch Deeds, Conveyances or Aſſurances, (if any were) were not meerly, voluntarily, & without any Conſideration put in truſt for the ſaid *G.B.* & his Heirs, or upon ony other & what other truſts in particular. *And*, for what cauſe or reaſon, or upon what grounds ſuch Deeds, Conveyances, or Aſſurances, (if any) were made. *And*, who appointed & gave order for the making of the ſame, or by whoſe deſign, Appointment, Inſtigation, or Direction, the ſame (if any be) were made, & to what end, intent or purpoſe. *And*, whether the ſame were truly and diſtinctly read unto, or peruſed by the ſaid *G.B.* *And*, whether he ever were truly made acquainted with the purport and ſubſtance of the ſame. *And*, whether the ſaid *G.B.* did ever make any will in Writing or any deviſe of the ſaid Premiſſes, or any part of them; or any & which of them, to the ſaid Confederates, or to any other; and to whom, for their or any of their uſe or uſes, or to any other, and to what other uſe or uſes. *And*, What Duplicates thereof were made or publiſhed. *And*, Whether, more Writings than one were made and publiſhed at the ſame time, as his Will. *And*, what the purport of them were: And whether executed according to the dates thereof, and to whoſe

What deeds have been made of the Premiſſes.

What mortgages remains unpaid.

whose hands the same came, & in whose custody they or any of them are: *And* whether they remain unaltered, since the said publication. *And* when such Will or devise (if any) were made, and by whose direction, contrivance or appointment. *And* whether the same were published by the said *G.B.* or by him declared to be his last Will and Testament, and when and before what Witnesses. *And* whether such Will and devise (if any) were not by the said *G.B.* revoked, countermanded, or made void, or declared not to be his last Will and Testament, or whether the said *G.B.* did not in his life-time make any other Will in writing, and when, or by any other Will or Codicil revoke, alter, or countermand the said pretended Will or devise, or whether he did not give order for the making of some other subsequent Will or Codicil, whereby to alter or revoke the said Will in part, or in whole, and why the same was not accordingly made. *And* whether any such pretended Will was ever truly & really signed or sealed by the said *G. B. And* whether the Contents and true Purport thereof were ever truly and distinctly read or make known to, or seen or perused by the said *G. B. And* whether he were ever acquainted with the effect thereof. *And* whether the said *G.B.* were at the time of the making & publishing of such pretended Will in perfect health, or under any great distemper, or in extremity of sickness. *And* whether he were then sensible, and of a perfect and good understanding, of a disposing & sound memory and capable of rightly knowing and understanding what he acted or did, and in a capacity to perceive & understand, what the Purport, Contents, and meaning, and what the true effect and consequence of making such pretended Will, or Devise, Deed, Conveyance, or Assurance, was or would be. *And* wether ever he intended or declared that he intended to disinherit his right Heirs of all his Estate. *And* whether such Will, Devise, Deed, Conveyance, or Assurance, (if any such there were) were not gained, extorted, or obtained from him the said *G.F.* by some, and what Wile, practice, circumvention, or subtil and false suggestion, or insinuation, by some of the said Confederates, or some other person or persons, on their behalfs, and by their knowledge, privity, or contrivance, & whom. *And* whether they, or some of them, and which of them or some other with their privity and consent, hath not, or have not in their custody and hands, or have not seen or perused the said Deeds, Settlements, Conveyances, and Assurances, of the Premisses so made by the said *G. B.* and what were, or are the Purports and Contents thereof. *And* may also set forth, what Deeds, Evidences, Escripts, Records, Court-Rolls, Terrier or other Writings of, concerning & belonging to, or in any wise touching the said Premisses, or any part or pacel thereof. They the said Confederates, or any, and which of them now have, or at any time or times, since, or before the death of the said *G.B.* had in their hands, possession or custody. *And* how they have disposed of the same, or to whom they delivered the same. *And* where, and in whose custody the same now are or were: or in whose hands, custody or possession, they did last see the same, and when. And may set forth the purport and effect, or substance of such Deeds, Writings, and Settlements, Conveyances, and Assurances.

whom and by whose direction the will was made, and whether not revoked, &c.

whether sensible at the making of the same.

And whether if any such were, not extorted.

And

And may be compelled to bring the same into this Honourable Court, for the use of your Orator, to whom, as Heir of the said *C. B.* the same do of right belong. *And* that the said Confederates, may each of them particularly, upon their respective Corporal Oaths, clearly set forth and discover the truth and reality of the said premisses. So that your Orator may be enabled to sue for, recover, and obtain the possession of the same premisses, and his said Inheritance, at the Common Law, which of right, and duly, and justly belongeth to him as aforesaid. *And*, that your Orator may be relieved in the premisses, may it please your Lordship, &c.

That the Defendants may discover the truth so that the Complainant may recover and obtain possession.

A Bill in the Exchequer *for Tythes.*

To the Right Honourable, &c.

HUmbly complaining sheweth unto your Lordship your daily Orator *T.T.* Clerk, Vicar of the Parish Church and Vicaridge of *B.* in the County of *L.* Debtor and Accompter to his said Majesty, as by the Records of this Court appeareth, That your Orator about 40 years since was lawfully presented unto, admitted, instituted and inducted into the said Church and Vicaridge: By virtue whereof, your Orator ought to enjoy all the Tythes, Duties, and Profits whatsoever, belonging to the said Vicaridge, as your Orators Predecessors, the former Vicars thereof, have heretofore enjoyed the same. And your Orator further sheweth, That, from the time whereof the memory of man is not to the contrary, or otherwise by some antient Endowment or Composition, the Vicar of the said Parish-Church, and Vicaridge for the time being, hath been entituled unto, and hath from time to time received, and ought to take, receive, and enjoy all the Tythes of Hay, and all small and privy Tythes yearly, from time to time, coming, growing, happning, increasing, and renewing, within the said Parish of *B.* and the Titheable places thereof. *And* that all the Tythes of Hay, Calves, Sheep, Lambs, Wooll and Milk, and all other small Tithes, yearly arising, happening, growing, increasing, and renewing within the said Parish, and the Titheable places thereof, by virtue of such Custom, antient Endowment, or Composition, ought to paid in kind unto the Vicars of the said Vicaridge, for the time being, or else some Rate Composition, or sum of Mony, in lieu of the same, and and so ought to have been paid and rendred to your Orator and Vicar thereof. And your Orator further sheweth, That *S.S.* of &c. did in the year of our Lord 1660 and 1661. occupy and possess about 40 Acres of Meadow-ground, and about 16 Acres of Pasture-ground, within the said Parish, and yearly mowed the Grass growing upon the said Meadow-ground, and made the same into Hay, and fained the same, amounting (in the whole) to the number of 60 Load of Hay, and upwards, by year, every Load being worth

When presented and inducted, and thereupon enjoyed the Tythes belonging to the said Vicaridge, that by Antient Endowment the Vicar for the time being hath been intituled unto and hath received and ought to receive and take the Tith Hay &c. small Tythes within the Parish of B. and the places Tytheable thereof, &c.

worth about 20*l.* The Tythe of which Hay was yearly worth about 5*l.* *And* he the said *S. F.* did yearly keep and depasture within the said Parish, and the Tithcable places thereof, about 8 Milk Cows, and 200 Sheep, and had yearly fallen from the said Cows, about 8 Calves; and had yeaned about 100 Lambs yearly from the said Sheep; and did yearly clip and shear from the said Sheep about 200 Fleece of Wool; every Calf being worth about 12 *s.* and every Fleece of Wool 4 *s.* The Tythes of which Calves, Lambs, and Wool, were yearly worth 30*l.* and upwards. *And* he the said *S. E.* had and kept yearly within the said Parish, and the Tytheable places thereof, several other things Tytheable; the Tythes wereof were yearly worth 5*l.* And your Orator *further sheweth*, That *J. N. S. N. H.* &c. have severally and respectively within the said several years of our Lord, 1660 and 1661. occupyed and possessed several Meadow-grounds and Pasture, lying and being within the said Parish, and the Tytheable places thereof, and had and kept there, during all the said times severally, several things Tytheable, and severally mowed there a great quantity of Grass, and made the same into Hay, and inned the same. All which said Lands, Grounds, Hay, and things Tytheable, of every of the said persons, were of the like numbers, natures, kinds, quantities, qualities, and values, as are before charged against the said *S. F.* All which said Tythes, Duties, and Rates for Tithes, have been due and payable for the several years aforesaid, and ought to have been paid to your Orator as Vicar thereof. Yet now so it may please your Lordships, That the said *S. F. J. N.* &c. by Combination and Confederacy between themselves, and together with several other persons, as yet unknown to your Orator (whose names, when they shall be discovered, your Orator prayeth, may be inserted into this your Orators Bill of Complaint, and themselves made parties thereunto with apt words to charge them) refuse to pay unto your Orator the said Tythes, Duties, and Sums of Mony, pretending that Tythes in kind are not due, nor ought to be paid unto your Orator, but that some Rates, or Sums of Mony, are due, and ought to have been paid in lieu of Tythes; and yet they refuse to make known unto your Orator, what the said Rates or Sums of Mony are, and to pay the same; although they have been often, in a friendly manner, requested to make the same known, and to pay the same accordingly: whereby your Orator is in some measure disabled, to pay the Debts which he oweth to his Majesty. In tender Consideration whereof: *And* for that your Orator cannot exactly prove the several natures, numbers, kinds, quantities, or values of the said Tythes, and things Tytheable, but only in conjecture as aforesaid; and therefore is remediless, save only in Equity before your Lordships in this Honourable Court. To the end *therefore*, that they the said *S. F. J. W. N. H.* and *T. L.* and the rest of the said Confederates, when they shall be discovered, may set forth what number of Acres of Meadow-ground and Pasture, they severally and respectively occupyed and possessed; and what the Rents or yearly value of the said Grounds and Pasture were, *And* what quantity of Grass they severally mowed, and made into Hay, in each of the said years. *And* what their several Tythes thereof were yearly worth, *And* what number of

Wool, Calves, Lambs, &c.

Discovery.

Cows

Cows and Sheep they severally depastured within the said Parish. *And* what number of Calves they had severally fallen. *And* what number of Lambs they had severally yeaned; and what quantity of Wooll they severally shore. *And* what their several and respective Tythes, of Calves, Lambs, and Wooll, were yearly worth. *And* what other Tythes or things Titheable, they severally had and kept, in each of the said years, within the said Parish. *And* to the end, that they the said *S. F.* &c. may discover whether Tithes, in kind or compositions, are due in lieu of Tithes; and what the said Rates or Sums of Mony are, and for what things; and in what manner, and at what times payable, and may pay the same. *And* to the end, that they the said Confederates, may discover the truth thereof, and may pay unto your Orator all and singular their Tithes, and Duties, due in Arrears, as aforesaid; as also their Tithes and Duties for the future, as the same shall grow due, so long as your Orator shall continue Vicar of the said Church and Vicaridge; and they the said Confederates continue to be Occupiers of any Grounds or things Titheable within the said Parish; your Orator not desiring to take the advantage of the Forfeiture of the treble value, or of any other Forfeiture; but well contenting himself with the single value only; *And* to the end they the said *S. F.* &c. may true Answer make to all and singular the Premisses; *And* to the end, your Orator may be relieved therein accordingly; May it please your Lordships to grant unto your Orator, his Majesties Process of *Subpœna*, under the Seal of this Honourable Court, to be directed unto the said *S. F.* and the rest of the said Confederates, when discovered thereby; commanding them, and every of them, at a certain day, and under a certain pain therein to be limited, personally to be and appear before your Lordships, in this Honourable Court of *Exchequer-Chamber* at *Westminster*; then, and there to answer to all and singular the Premisses; *And further*, to stand to perform and abide such Order, Direction, and Decree therein, as to your Lordship shall seem meet. *And* your Orator shall ever pray, &c. &c.

Prays they may Answer upon Oath, and Subpœna.

A Bill against the Forfeiture of a Lease.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordships, your daily Orator *J. W.* Citizen and *F.* of *L.* that one *R. H.* by a certain Indenture, bearing date *Anno Dom.* 1648. did demise, grant, and to Farm let, unto one *J. C.* and *M. D.* of *L.* two small Messuages or Tenements, with the Appurtenances at *C.* for the term of 28 years, to commence from the Feast of St. *Michael*, *Anno Dom.* 1647. yielding and paying therefore yearly at the four most usual Feasts of the Year, the Sum of &c. *And* in and by the said Lease it is provided, That if it should happen the said Yearly Rent of &c. to be behind and unpaid, in part, or in all, by the space of 21 days,

Recital of the Lease.

or after any Feast or day of payment, in which it ought to be paid, &c. and the same Indenture, &c. **And**, your Orator *further sheweth*, unto your good Lordships, That the aforesaid *J. M.* by a certain Assignment, or Deed in Writing, bearing date the 20th day of *S. Anno Dom.* 1653. for valuable Causes and Considerations him thereunto moving, did grant, &c. unto your Orator, the afore said recited Indenture of Lease and all his Estate Right, Title, Use, Interest, Possession, Term of Years, Claim, and Demand whatsoever, in and to the Premisses. **And** he the said *J. M.* did thereby Covenant, that your Orator paying the said Yearly Rent of &c. thenceforth payable unto the said *R. H.* and performing such Covenants and Promises, as were in the same Lease, should quietly enjoy the Premisses, during the residue of the term aforesaid then to come in the said first recited Indenture of Leases, as by the said Deed of Assignment, may more fully appear. By virtue of which said last mentioned Deed or Assignment, your Orator became lawfully intituled to the Premisses, for and during the residue of the term of years, in the Original Lease aforesaid mentioned: And your Orator did actually enjoy the same, and hath attorned Tenant unto the said *R. H.* And he the said *R. H.* hath received the Yearly Rent for the Premisses, for divers years, last past, of and from your Orator, but would never give any Receipt, Acquittance, or Discharge, unto your Orator for the same: **And** your Orator *further sheweth*, That he hath made a very great Improvement in and upon the Premisses, and hath disburst and laid out in new Building, and repairing the Premisses, the Sum of 100*l.* or thereabouts, of which the said *R. H.* doth take particular notice; and in respect thereof, he the said *R. H.* doth plot and contrive, how to gain some advantage against your Orator, that so he may defeat your Orator of his Title and Interest unto the Premisses; and evict your Orator out of the same. *And* your Orator *further sheweth*, That about *S.* last, before your Orator had paid his Rent for the premisses, your Orator did send his Servant unto the house of the said *R. H.* to the end he might pay unto the said *R. H.* the Quarters Rent due for the premisses. But he the said *H.* although the same was tendred unto him, did refuse to receive, or accept of the said Quarters Rent; but upon what ground or reason, your Orator knoweth not. *And* your Orator *further sheweth*, That afterwards, at the Feast of &c. your Orator, or some person on the behalf of your Orator, did tender and pay unto the said *H.* 2 Quarters Rents for the Premisses then in Arrears, and desired the said *H.* to receive the same, and give a Receipt for the same. But the said *H.* as formerly did refuse to accept thereof. *And* your Orator *further sheweth*, That afterwards upon the &c. being a Feast day, whereupon the Quarterly Rent, due for the Premisses, was payable, he the said *R. H.* did cunningly, and with intent to void your Orators Title and Interest in the Premisses, and evict him out of the same, repair unto your Orators said house, and did demand his Rent in Arrear. And one *T. W.* being then present in the same house, did in the behalf of your Orator tender to pay unto him the said *R. H.* all the Arrears of Rent, then due for the Premisses, unto the said *R. H.* But he the said *T. W.* not knowing how to behave himself so wisely and circumspectly as

Grant of Assignment of Lease.

How the Complainant became intituled.

Improvement of the Premisses.

Quarter Rent tendred and refused.

Arrears of Rent unpaid tendred, & receipt refused.

Tender of all the Arrears.

as he ſhould have done with the ſaid *R. H.* did require to have a receipt or Diſcharge from him the ſaid *R. H.* otherwiſe he would not pay the arrears of Rent then due unto him the ſaid *H.* And the ſaid *H.* being ready to lay hold of fair opportunity, did refuſe to give any Receipt or diſcharge, & ſo departed, without receiving any mony at all: Howbeit, he the ſaid *R.H.* hath been often, in a friendly manner, requeſted to accept of the Arrears of Rent due for the premiſſes, and hath been ever ready to pay the ſame. And your Orator is now ready to pay the Arrears of Rent for the premiſſes, unto the ſaid *R.H.* or to bring the ſame into Court to be diſpoſed of, as this Honourable Court ſhall order. *But now* ſo it is, may it pleaſe your good Lordſhips, That the ſaid *R. H.* well knowing that your Orator hath laid out in building and repairing the premiſſes, the ſum of &c. And ſo far improved the premiſſes, that the ſame are now of the value of &c. by the year; he the ſaid *R. H.* doth now intend to take advantage of the aforeſaid Clauſe or Proviſo of Re-entry; and in regard of your Orators non payment of the Arrears of Rent aforeſaid, doth indeavour to turn your Orator out of the poſſeſſion of the premiſſes. And for that very end and purpoſe, the aforeſaid *R.H.* pretending a certain Leaſe to be by him lately made, unto one *E. C.* hath cauſed a certain Declaration in Ejectment, to be framed againſt one *M. S.* at the Suit of the ſaid *E. C.* and hath given notice thereof to your Orator; and thereby doth intend to defeat your Orator of his Intereſt and Title, of and in the premiſſes, by occaſion of his non-payment of the Arrearages of Rent before mentioned. *In* tender conſideration of all which premiſſes, and foraſmuch as your Orator hath no remedy at the Common Law in the premiſſes, and the rather, for that his Witneſſes who ſhould prove the premiſſes to be ſuch as are before declared, are ſome of them dead, and others in parts beyond the Seas, ſo as your Orator knoweth not where to find them. *And*, to the intetent he the ſaid *R.H.* may be enforced, to diſcover upon his Oath, whether he did not make ſuch a Leaſe of the Premiſſes, unto the aforeſaid *J. M.* as is aforeſaid, or what other Leaſe; and whether he knoweth not the ſaid *M.* aſſigned the premiſſes to your Orator, for the remainder of his Term in the premiſſes. *And*, that the ſaid *H.* may ſet forth, whether he hath not been tendred payment of the Arrears of his Rent, for the premiſſes, at ſuch times, and in ſuch manner, as is above ſet forth; or at what other time or times, and in what other manner. *And*, that he the ſaid *R.H.* may be compelled to accept of the Arrears of the Rent, for the premiſſes, & that your Orator may be confirmed in the future enjoyment of the premiſſes during the remainder of the Term in the ſaid aſſignment mentioned. *And*, that your Orator may be relieved in the premiſſes, according to Equity and good Conſcience, May it pleaſe, &c.

Refuſe to give a receipt.

Ready to pay the Arrears of Rent or bring the ſame into Court.

R.H. doth now take advantage of Proviſo of Re-entry and indeavour to turn the Orator out of poſſeſſion and to defeat your Orator of his Intereſt.

Prays a confirmation of his Term in the enjoyment of the premiſſes during the remainder of the Term in the Aſſignment mentioned.

A Bill to discover Incumbrances.

To the Honourable, &c.

IN all humility *sheweth* and beseecheth your good Lordship, your daily Orator *T.A.* of *L.* Gent. That *whereas J.A.* of *M.* in the County of *B.* Esq; having urgent occasion to use mony for his necessary Imployments, did near about the begining of this month (present) of *F.* repair unto your Orator with whom he was formerly acquainted, and had some Communication and speech, and did earnestly treat with your said Orator, to furnish and lend him the said *J.A.* the sum of 500*l.* for one whole year, after the rate of eight pounds in the hundred for the same, offering to give to your said Orator good security in Land for the same. *And* the said *J.A.* did then tell your said Orator, that he was seised of a good, perfect, and Indefeasible Estate in the Law in Fee simple, to the use of him and his Heirs, of and in the Mannor or Lordship of *M.* with the Appurtenances in the County of *B.* being (as he alledged) of the yearly value of 300*l.* or thereabouts. *And* that he would assure the same to your Orator and his Heirs for the repayment of the said 500*l.* with the forbearance thereof. *And* the said *J.A.* did then confidently affirm to your Orator, that the said Mannor of *M.* was free from all Incumbrances by him the said *J.A.* or any his Ancestors had, made, suffered or done, other than one annuity or yearly Rent of 50*l.* per *annum* issuing out of the Premisses, and payable to *A.A.* Widdow, Mother of the said *J.A.* only for term of the life of the said *A.* And other than the 3*d.* part of the Capital Messuage or Tenement wherein the said *J.A.* now dwelleth, and the 3*d.* part of the Gardens and Orchards thereunto belonging, with free Ingress, Egress and Regress, thereunto at all times convenient for the aforesaid *A.A.* her Children and family only, for term of the natural life of the said *A.* And other than an Assurance of certain Lands parcel of the said Mannor now or late in the several Tenures or Occupations of *R.H.RT.W.K.T.N.* and *R.C.* for the use and behoof of *K.* the now Wife of the said *J.A.* for and during the Term of her natural life for her Joynture, in case she shall fortune to survive and overlive the said *J.A.* her husband. *And* the said *J.A.* did then further inform your Orator, That the said Mannor or Lordship so to be conveyed and assured to your Orator as aforesaid, would be good caution and Security for repayment of your Orators mony: To whose fair speeches your Orator giving Credit, and wholly relying upon the honest and faithful dealing of the said *J.A.* your said Orator did lend unto the said *J.A.* the sum of 500*l.* of lawful mony of *England*: And the said *J.A.* according to his agreement for security of payment of the same, did by his Deed Indented, bearing date about the 20*th.* day of this present month of *J.* knowledged to be inrolled in his Majesties high Court of Chancery, Convey & assure to your said Orator & his Heirs the aforesaid Mannor or Lordship of *M.* with the Appurtenances, and all other his Lands, Tenements, and Hereditaments

J.A. did treat with the Complainant to lend him 500l.

J.A. told the Complainant that he was seised of an Estate of Fee of 300l. per annum.

And the same was free of Incumbrances; there being only then an Annuity to A.A. Widdow of 50l. per annum to be paid during her life &c.

Giving credit did lend him 500l.

In consideration whereof did by Deed assure the said Mannor.

rediraments lying in &c. or in any of them lying in the County of *B.* And under the Proviſo or Condition nevertheleſs in the ſaid Deed indented, contained, That if the ſaid *J. A.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do truly pay or cauſe to be paid unto your ſaid Orator, his Executors, Adminiſtrators, or Aſſigns, the ſum of 540*l.* of lawful mony of *England*, at or in the Middle-Temple Hall near *Fleetſtreet* in the Suburbs of the City of *L.* in manner and form following; that is to ſay, on the 24*th* day of *D.* now next coming, the Sum of 20*l.* thereof; and on the 29*th* of *J.* which ſhall be in the year of your Lord God 16. &c. the Sum of 520*l.* more reſidue and in full payment and ſatisfaction of the ſaid Sum of 540*l.* That then and from thenceforth the ſaid Conveyance and Aſſurance of the ſaid Mannor or Lordſhip of *M.* with the Appurtenances; and the Inrolment of the ſaid Deed Indented; and all and every the Covenants therein contained, ſhall be utterly void and of none effect, as if the ſame had never been had or made, As in and by the ſaid Deed Indented, ready to be ſhewed in this Honourable Court, more plainly and at large it doth and may appear. **But now** ſo it is, may it pleaſe your good Lordſhips, That ſince ſuch Conveyance and Aſſurance ſo thereof made as aforeſaid to your ſaid Orator and his Heirs, of the ſaid Mannor or Lordſhip of *M.* with the Appurtenances, your Orator is given to underſtand; that the ſaid *J. A.* hath made divers & ſundry ſecret Eſtates of the ſaid Mannor & Premiſſes, or of ſome part thereof to perſons unknown to your ſaid Orator; & hath entred into divers Statutes & Recognizances, & ſuffered divers Judgments againſt him for payment of mony, or for ſome other cauſe or thing whereunto the ſaid Mannor and Premiſſes, ſo aſſured to your ſaid Orator as aforeſaid, is and are liable, and may in ſhort time make your Orators aſſurance of the ſaid Mannor and Premiſſes of no force or effect, if the ſame be not ſpeedily prevented and redreſſed by this Honourable Court according to Equity. **In tender Conſideration whereof**, *And* foraſmuch as your Orator doubteth not but that the ſaid *J. A.* will upon his Corporal Oath ſet forth and diſcover the truth of the Premiſſes, if he may be thereunto compelled by Order of this Honourable Court, It may pleaſe your good Lordſhips, the Premiſſes conſidered, to grant unto your ſaid Orator the Kings Majeſties moſt gracious Writ of *Subpœna* to be directed to the ſaid *J. A.* commanding him thereby at a certain day, and under a ceratin pain to by therein limited, to be and perſonally to appear before your good Lordſhip in his Majeſties High Court of Chancery, then and there to Anſwer directly to the Premiſſes. *And* alſo to ſet down upon his Oath, Whether *J. A.* lately deceaſed, his late Father, or any other of his Anceſtors, have any way incumbred the aforeſaid Mannor and Premiſſes, or any part thereof, other than with his Wifes Joynture before ſpecified, the aforeſaid Rent of 50*l. per annum*, during the life only of the ſaid *A.* his Mother. *And further*, to ſtand and abide ſuch order and direction in the Premiſſes, as to your good Lordſhips ſhall ſeem to ſtand with Equity and good Conſcience. And your Lordſhips ſaid Orator according to his bounden duty, ſhall daily pray to God for your Lordſhips long life, with much increaſe of Honour, &c. May, &c.

Proviſo, that if payment made as limited.

All to be void.

Since the Complainants aſſurance diverſe ſecret Eſtates of the ſame made, and the Defendant entred into diverſe Eſtates and Judgement for mony whereunto the Premiſſes are liable.

Prayer Subpœna and for the Defendants to anſwer.

A Bill in Chancery to discover Incumbrances.

To the Right Honourable &c.

HUmbly Complaining, *Sheweth* unto your good Lordship, your daily Orator *H.E.* of *L.* Gent. That whereas one *J.C.* late of *L.* in the County of *E.* Esq; being or pretending himself to be, lawfully seized in his Demesn, as of Fee-simple, or Fee-tail, with the immediate reversion or remainder, to him and his Heirs for ever, of, and in the Mannor or Lordship of *H.* with the Right, members and Appurtenances whatsoever, in the County of *E.* and of, and in the Site or Capital Messuage or Mannor-house of *H.* aforesaid, with the Appurtenance in the said County of *E.* and of, and in all those several Messuages, Farms, Tenements, Grounds, & Hereditaments, commonly called or known by the names of *S.* &c. with their, and every of their Appurtenances, situate, lying, and being in *S.* in the said County of E. *And* of, and in, all and singular Houses, Edifices, Buildings, Yards, Gardens, or Orchards, Closes, Lands, Tenements, Medaows, Feeding, Pastures, Grounds, and Hereditaments to the said Mannor or Lordship, Site, Messuage, Farms, Lands, and premisses, and to every or any of them belonging, or in anywise appertaining; or to, or with the same, or any of them held, used, or occupied, or accepted, reputed, or taken as part or parcel of the same, or any of them, &c. He the said *J. C.* about the latter end of *M.* last, did contract, bargain, and agree together with your said Orator, that he the said *J. C.* in consideration of &c. pounds to him in hand, to be paid by your said Orator, should and would immediately, upon request, bargain, sell, convey, and assure all the said Mannor, Site, Messuage, Lands, Tenements, and Premisses, and all other Lands and Tenements which came to him, after the decease of his Father *R. C.* deceased in &c. or elsewere in the said County of *E.* together with all such Household-stuff, Utensils, Implements, Necessaries, Goods, Chattels, and Things, as then there were remaining in and about the said Site or Mannor-house of *S.* and the Houses, Yards, Gardens, Orchards and Ground of the same, or in or about any of them unto your Orator, or unto such other person or persons, as your Orator should in that behalf name or appoint, and to their Heirs, Executors, Administrators, or Assigns, by such sufficient and lawful Conveyance and Assurance thereof, to be made with Warrant against all men, as your Orator or his Counsil should advise. *And* also that for, and in, consideration of, &c. and, &c. more to be paid by your said Orator to one *W.T.* of L. Merchant; He the said *J.C.* would procure the said *W.T.* so much as in him should lye, to assign and transfer, not only the present possession of the said Mannor, Lands and Premisses, certain parcels thereof, which were formerly assigned to *E. T.* relict of the said *R.C.* and now the wife of *B. T.* Kt. her Dower and thirds, in the said Mannor and Premisses, only excepted; and all the Estate, Interest, Term

Consideration.

Contract to bargain, and sell and assure all the said Mannor, Site Messuages, Lands and Tenements, and all other Lands which came to him, and Household stuff. Goods and chattels by conveyance and assurance, with warranty against all men as Counsil should advise and endeavour the Assignment of present Possession.

Term and extent, of the said *W.* in and to the premisses, which he then held by virtue of one extent, upon a Statute wherein the said *J.C.* stood bound unto the said *W.T.* in &c. but also another Statute wherein the said *J.C.* stood bound to the said *W.T.* in &c. by such Assurance & Conveyance thereof, *likewise*, as your Orator, or his Counsil should devise, and thereupon afterwards, in consideration of the said *S.* &c. which your Orator truly paid and satisfied to, and for use of the said *J. C.* he the said *J. C.* at the several instance and request, and the appointment of your said Orator by one Indenture, or Deed indented, bearing date the 30*th* day of *M.* last &c. did bargain, sell, demise, grant, and to Farm-let, all the said Mannor, Site, Messuages, Lands and premisses unto *W.G.* of *C.* in the County of *C.* Esq; *M.H.* of *L.* Esq; and *M.H.* of *G.* in the County of *M.* Gent. their Executors, Administrators, and Assigns for 21 years, Commencing from the date of the said Indenture, at and for the yearly Rent of 5*l.* *And* by one other Indenture purporting a Bargain and Sale, bearing date the 10th day of *A.* now likewise last past, and by other Assurance thereupon made & executed, or to be executed; for the Considerations aforesaid, did give, grant, bargain and sell, and convey all the said Mannor, Land, and premisses unto *T.H.* Esq; *H.G.* Esq; and *W. G.* Gent. and their Heirs for ever. And by a Writing or Bill of Sale dated the 2*d* day of this present Month of *M.* &c. for the Considerations aforesaid, he the said *J.C.* did bargain and sell all the Household-stuff, Implements, Goods, Chattels, Necessaries, and things then remaining, and being in and about the said Mannor-house, and in and about the Houses, Yards, Gardens, Orchards of the same, or in any of them to your Orator himself, his Executors and Assigns, to his and their own proper use and behoof for ever. *And* your Orator, *further sheweth*, That in consideration of &c. which your Orator also paid to the said *W.T.* the elder, He the said *W.T.* by the procurement of the said *J.C.* did by one Indenture or Deed indented, dated the said 1*st* day of *A.* &c. assign and set over all the said Mannor, Site, Messuage, Lands and premisses, and all his Estate, Term and Extent, which he then had, or might have therein, by virtue of the said Extent, upon the said Statute of &c. unto your Orator, his Executors, Administrators and Assigns. *And* by one other Indenture, dated the 2*d* day of the same Month of *A.* did not only assign and deliver the said other Statute of &c. unto your said Orator *H. F.* but also did thereby likewise Authorize him your said Orator, his Executors, Administrators, and Assigns, to sue or procure any Suit, Extent, or Execution thereupon. And to have, take and receive the whole benefit and profit, and advantage thereof to his and their own use, without Accompt, as, in and by the said several Indentures, and assurance aforesaid, relation being thereunto had, and which your Orator is ready to produce, and shew forth to this Honourable Court, may more at large appear. At the time of which Bargain and Contract so made with the said *J.C.* as aforesaid, & during the time of the Treaty thereof, and at the several times of Sealing, and passing of the several Indentures, Deed, or Assurance aforesaid, The said *J.C.* did faithfully and confidently promise and protest, that all the said Mannor-Lands, and premisses, were free and clear of, and from all manner of former and other Bargains,

Consideration paid.

The Defendant did by Deed Indented Bargain, Sell, and demise the said Mannor, &c. unto W.G. M.H. and MH; their Executors, &c. for 21 years commencing from the date at the yearly Rent of 5l. Also Bargain and Sale of Household-stuff.

J.C. at the passing of several Indentures did faithfully promise that the premisses were free and clear of all former Grants.

And Incumbrances.

Bargains, Grants, Charges, and Incumbrances whatsoever, other than the Dower and Thirds of the said *E. T.* and the said several Statutes and Extent aforesaid, and other than such other Service, Annuities, Rents and Leases in the several Indentures or Conveyance made by the said *J. C.* as aforesaid; were and are excepted, by means and occasion whereof your Orator much relying and depending upon the faithful promises and protestations of the said *J. C.* concerning the premisses as is aforesaid,

Drawn on to give and pay a greater price.

was drawn on, and encouraged to bargain, and deal for the said Manor, Lands and premisses. And to give and pay the greater price for the purchase of the same. *But now*, so it is, may it please your good Lordship, That since the payment of your Orators mony for the purchase of the premisses, as is aforesaid, your Orator is credibly informed, and so it is given out in Speeches by divers, that the said Mannor, Lands and premisses, or some part thereof, are diversly incumbred and charged, or chargeable with

Mannor charged with Incumbrances made by J. C.

divers secret Conveyances, Leases, Annuities, Rent-Charges, Judgments, and Incumbrances, other then and besides, such Dower, Statutes, Extents, Annuities, Rents, Services, Leases, and Incumbrances, as are executed in the several Deeds ad Assurances made by the said *J. C.* to the said *W. G. M. H.*

So as the Complainant and his friend is like to be defeated.

and *M. H.* and to the said *T. H. H. H.* and *W. G.* as is aforesaid, whereby your said Orator, and his said Friend, which in that behalf he hath named and appointed, as is aforesaid, are likely to be deprived, defeated, and hindred of, and from the quiet enjoying of the said Mannor, Land and premisses, and the whole benefit thereof, contrary to the intent of your said

Against all right &c.

Orators bargain with the said *J. C.* against all right, equity, and good Conscience, unless some relief be given to your Orator by and in this Honorable Court in the premisses. **In tender Consideration whereof**, & to the intent, that he the said *J. C.* may answer to the truth of the premisses, and set forth upon his Corporal Oath, what secret, or other Conveyances, Estates,

Prayes they may answer the truth of the Premisses &c.

Leases, Annuities, Rents, Charges, Judgments, Statutes, or other Incumbrances he hath made, contrived, passed, acknowledged, suffered, or executed. *And* also what other Leases, Estates, Annuities, Judgments, Recognizances, or Incumbrances, whatsoever he knoweth, or hath heard of, or is privy to, or acquainted withall, whereby, or by means whereof, the said Mannor, Site, Messuages, Lands, and premisses, or any of them, or any part thereof is, shall, or may be charged, or chargeable, or incumbred. May it please your good Lordship, to grant unto your said Orator the Kings Majesties Writ of *Subpœna*, to be directed to the said *J. C.* at a certain day and under a certain pain thereof, to be limited to be, and personally to appear, before your good Lordship, in his Majesties high Court of Chancery, then and there to answer the premisses, &, *May*, &c.

An Information in Chancery, *by the Kings Attorney General, at the Relation of a Relator, for the discovery of Evidences and Estates made of Lands given to several Charitable uses, & that the increased & improved Rents of the Lands may be applyed to the Charitable uses; proportionably according to the sums, to them severally at first limited, assigned & appointed; And that the Lands may be set out & bounded, or the like number of Acres set out and layed together, &c.*

To the Right Honourable &c.

IN formeth your Lordship Sir *Jeofry Palmer* Kt. and Baronet, Attorney Genral of his most Excellent Majesty our Sovereign Lord the King that now is, by and at the relation of *R.C.* of &c. in the &c. That one *R. R.* Clerk deceased, in his life time, to wit, in or before the first year of the Reign of our late Soveraign Lady *Mary*, late Queen of *England*, was seised in his Demesn as of Fee, or had a disposing power in Fee, of and in a Messuage, and several Lands, Tenements, and Hereditaments, situate, lying and being within the Mannor and Parish of *V.* in the County of *H.* containing together 100 Acres and upwards, and lying dispersedly in several pieces and parcels within the said Mannor and Parish, And being so thereof seized the said *R.R.* on or about the &c. day of &c. in the first year of the Reign of our said late Sovereign Lady Queen *Mary*, did by Indenture under his Hand and Seal demise the same Messuage and Lands to one *J.B.* his Executors and Assigns for the Term of 99 years, or some such long Term, Yielding and paying therefore yearly unto the said *R.R.* and his Assigns, during so much of the said Term, as he the said *R.* should live the sum of &c. And also yielding and paying from and after the decease of him the said *R.* the sum of &c. yearly in manner following, that is to say, The sum of 3 *l.* 10 *s.* to the said Master & Fellows of the said Colledge, for and towards the maintenance of a poor Scholar in *M.* Colledge &c. Two pounds to the Minister, Constable and Church-wardens of *S.* to be by them distributed to the Poor of *S.* aforesaid, And twenty shillings to the Overseers of the Poor of *B.* in the County of *N.* to be by them distributed to and among the poor there: And that about the 20*th* day of *J.* in the said first year of the Reign of the said late Queen *Mary*, the said *R.R.* by good and sufficient Conveyances and Assurances in the Law duly executed, did convey and assure the Reversion, Fee and Inheritance of the said Messuage, Farm and Premisses to and upon several persons, some of them then living in and about *S.* and their Heirs, In trust and to the intent and purpose, that after the expiration or determination of the said Lease and

R.R. seized in his life time.

Demise to J. R. his Executors for 99 years &c. yielding during the life of R. R. &c. and after the sum &c. yearly to the Masters &c. of the said Colledge for maintenance of poor Scholars the sum of &c.

Trust after the expiration of the said term.

and Term of 99 years. The ſaid Truſtees their Heirs & Aſſigns ſhould apply and diſpoſe of all the Rents, Iſſues and profits of the ſaid Meſſuage, Farm and premiſſes, to and for the maintainance of one poor Scholar in the Colledge aforeſaid, and in the Relief of the poor of the ſaid Pariſhes of *S.* and *B.* aforeſaid. And by the ſaid Deed of Conveyance the ſaid *R. R.* did appoint, that when any ſeven or more of the Truſtees ſhould be dead, that then the ſurviving Truſtees ſhould make a new Feoffment, or ſome other Aſſurance to the uſe of themſelves, & ſo many other perſons as ſhould make up the number of the ſaid ſurviving Truſtees, the number of twelve, upon the Truſts aforeſaid, & that the ſame Order and Rule ſhould be obſerved and continued for ever; As by the ſaid Original Feoffment, Conveyance or Aſſurance (if his Majeſties ſaid Attorney had the ſame to ſhew forth) it doth and would more plainly and at large appear. And his Majeſties ſaid Attorney further informeth your Lordſhip, at and by the relation aforeſaid That the ſaid *R. R.* ſhortly after the making of the ſaid Conveyance and ſettlement, dyed. And that the ſaid *J. R.* his Executors and Aſſigns poſſeſſed and enjoyed the ſaid Farm during the full Term granted by the ſaid Leaſe, and that the ſaid *I. R.* his Executors and Aſſigns from the time of the death of the ſaid *R. R.* until the Expiration of the ſaid Leaſe, did from time to time pay 3 *l.* 8 *s. per an.* to the Maſter and Fellows of *M.* Colledge aforeſaid, for the time being, and forty ſhillinges *per an.* to the Miniſter, Conſtable, and Churchwardens, of *C.* aforeſaid for the time being, for the benefit of the poor people in that Pariſh, And twenty ſhillings to the Overſeers for the poor of *B.* aforeſaid, for the time being, for the uſe of the poor of that Pariſh; And his Majeſties ſaid Attorney by the Relation aforeſaid, further informeth your Lordſhip, that the ſaid Leaſe of 99 years, ſo made by the ſaid *R. R.* to the ſad *I. R.* of the Meſſuage, Farm and premiſſes aforeſaid, expired by Effluxion of Time, at or about the Feaſt of &c. which was in the year of our Lord God, &c. And that the ſame Meſſuage, Farm and premiſſes, ſo given, aſſigned and appointed to the ſaid Truſtees aforeſaid, to and for the charitable and pious uſe afore ſpecified at the time of the Expiration of the ſaid Leaſe of 99 years, were and ever ſince have been (*Communibus annis*) of the clear yearly value of 30 *l.* or thereabouts. And that one full moity, and above one fifth part of the other moity thereof, ought to have been paid unto the ſaid Maſters and Fellows of *M.* Colledge aforeſaid, for the time being, for the maintainance of a poor Scholar in the ſaid Colledge, & near a third part of the other moiety thereof, ought to have been applyed towards the Relief of the poor of *B.* aforeſaid, and a proportionable part, according to the rate of 40 *s. per an.* as was firſt appointed, ought to have been applyed and diſpoſed, for and towards the Relief of the poor people of the Pariſh of *S.* aforeſaid, according to the intent and true meaning of the ſaid *R. R.* the Donor of the ſaid Farm and premiſſes. But ſo it is, may it pleaſe your good Lordſhip, That the Original Deed, whereby the Reverſion of the ſaid Farm and premiſſes was ſo granted by the ſaid *R. R.* aforementioned to the ſaid Truſtees, for the pious and charitable uſes aforeſaid, and the mean Conveyances made by the ſurviving Truſtees, and whereby the ſaid Eſtate was continued ſucceeding

R. R. did appoint by the Conveyance that when any ſeven or more of the Truſtes ſhould be dead, then the ſaid ſurviving Truſtees being made the number of 12 ſhould make a new Feoffment or ſome other Aſſurance upon the Truſtees aforeſaid, that the ſame Order ſhould be continued for ever.

ſucceeding Truſtees being left in the ſaid Meſſuage to be there preſerved for ſucceeding Generations, did there remain untill the time of the expiration of the ſaid Term of 99 years, And one *W.K.* an Aſſignee of the ſaid Leaſe of 99 years, being then in poſſeſſion of the ſaid Meſſuage, at the time of the expiration of the ſaid Leaſe, one *D.C.* by practice and conſederacy with the ſaid *W.K.* and his Wife, did poſſeſs himſelf of all the Deeds, and Writings, whereby the ſaid Eſtate to the ſaid Truſtees was created, conveyed over, and continued, and the ſaid *D. C.* deſigning and contriving how to defraud and defeat the ſaid charitable and pious uſes, and to make a benefit and advantage thereof to himſelf, he the ſaid *D.C.* did combine and confederate himſelf, to and with one *F.C.* late of *S.* aforeſaid Clerk, *W.H.* of *S.* aforeſaid Gent. *W.T.* of the ſame Gent. *F.L.* of the ſame Yeoman, and *T.L.* of the ſame Yeoman, and to, and with divers other perſons, as yet unknow to his Majeſties ſaid Attorney, or the ſaid Relators, whoſe names when they ſhall be diſcovered his Majeſties ſaid Attorney prayeth they may be inſerted into this his Information, with apt words to charge them, and that they and every of them, may be made parties hereunto, and may Anſwer the ſame: And in purſuance of their ſaid intentions, and by the Combination and Confederacy aforeſaid; The ſaid Confederates do not only conceal and ſuppreſs the ſaid Deeds, Writings & Evidences, but in the time of the late Wars and Troubles in this Kingdom, did make divers ſecret and other entries, into and upon the poſſeſſion of the ſaid Farm and premiſſes, and have by the Combination, practice and Confederacy aforeſaid made and contrived divers ſecret and fraudulent Eſtates of the ſaid Meſſuage, Farm and premiſſes among themſelves, and to and from one another, ſo as neither his Majeſties ſaid Attorney, nor the ſaid Relators, do know or can tell, who hath actually taken the profits of the ſaid premiſſes, ſithence the ſaid year of our Lord one thouſand, &c. or who in certain hath had the poſſeſſion of, or claimeth to have and hold the ſaid Farm and premiſſes, or under what colour, pretence or Title; And the ſaid Confederates do unjuſtly detain and withhold the Rents, Iſſues and profits of the ſaid Farm and Premiſſes, from the pious and charitable uſes aforeſaid, and do convert and apply the ſame to their own uſes: And the ſaid Confederates aforenamed, the better to countenance and colour their ſaid practice and deſign, have alſo combined and confederated themſelves, and to and with one *C.E.* of *London* Eſq; who is Lord or reputed Lord of the Mannor of *V.* aforeſaid, *P.B.* Clerk, Rector of the Parſonage of *V.* aforeſaid, to and with one *J.H.* of *V.* aforeſaid Yeoman, And by the Combination aforeſaid, the ſaid Confederates have taken away, removed, defaced and deſtroyed the Bulks, Partitions and Boundaries, which did ſeparate, divide and diſtinguiſh the ſame Lands and premiſſes, from the Demeſn and other Lands, of and belonging to the Lord of the ſaid Mannor, and from the Glebe and other Lands, of which the ſaid Confederates or ſome of them are ſeized, or which they or ſome of them do hold in Fee-ſimple, or for Terms of years, and ſo intermixed and confounded the ſame Lands and premiſſes, with other Lands, that the ſaid Lands ſo given, appointed and aſſigned to, and for the ſaid charitable uſes cannot

By Combination, Practice and Confederacy contrived diverſe fraudulent Eſtates.

Deſtroyed the Boundaries which diſtinguiſhed the Lands, and intermixed the ſame with other Lands.

cannot certainly be distinguished from the Lands of the said Confederates nor can it now be discovered where the ancient Bankes and Boundarie thereof were; And they the said Confederates, and unknown persons, or some of them do give out in speeches, that they or some of them do hold and claim to hold the said Messuage, Farm and premisses, and the profits thereof, as their, or some of their own proper Lands, Estate and Inheritance; And that the same Farm and premisses, or any of them, were never the Lands or Estate of the said *R. R.* and if they were, yet the same were not by him given, assigned or appointed to any charitable or pious Use, but that the same are come to them, or some of them, from the said *R. R.* by mean conveyances, and are not charged or chargeable with, or liable to pay any Sum or Sums of Mony whatsoever, to or for the charitable Uses aforesaid, or any of them; and the better to intricate, perplex and blind the matter, and to avoid the payment of & accompting for the profits of the said premisses, to or for the said Charitable Uses: The said *C. E.* by the Combination aforesaid, doth pretend and give out, that the said Farm and Lands are holden of him, or of his said Mannor of *V.* & that the Owner & properietor of the said Farm and Lands is dead, without Heir general or special, and that the said Farm and Lands are Escheated unto him, and threatens, and hath upon such pretence seized, or intends to seize the same Farm and premisses into his hands as an Escheat, and so to hold the same to his own use: And the said *T. B.* by the Combination aforesaid, doth claim such of the Lands so given, limited and appointed, to and for the charitable uses aforesaid, as do lye intermixed with the Glebe-Lands of the Rectory, as belonging to him as Rector of *V.* aforesaid; and he the said Confederate *J. H.* doth claim such of the said Lands as lye mixt with and among his Lands, as is own proper Lands, & all their pretences and doings, are by the Confederacy and Combination aforesaid designed, done, and contrived, To the intent and purpose, that the said Confederates may divide and share the said Farm, and premisses, and the Rents, Issues and profits thereof among themselves, and utterly to defeat and deprive the said poor Scholar, and poor people thereof. Now forasmuch, as all the Deeds, Evidences, & Writings, which do manifest the truth of the matters and things afore herein set forth and declared, are in the hands and power of the said Confederates, or some of them, or of some other person or persons, by and with their, or some of their party of privities or consents, or as his Majesties said Attorney cannot with out the same give such Evidences as may induce a Jury to find the same upon their Oaths, and so much artifice having been used to defeat and evade the said charitable Uses, that there is no way to discover the truth and certainty of the premisses, or to obtain effectual relief in the premisses, by any proceding upon the Statute for charitable Uses, nor is it possible to settle any one of the said charitable Uses without setling them all, which cannot properly be done by the said Colledge, or either of the said particular Parishes, alone or joyntly, and so any Decree to be made by Commissioners cannot well be gained, and if it might, yet upon exceptions put in thereunto, the same may be rendred ineffectual. And this being a matter and Case of publick concern,

Confederatts give out that the said Lands are their own proper Lands and not chargeable with any Charitable use.

Confideracy to defeat the said poor Scholar.

cern, and for that the final settlement of the aforesaid several pious uses cannot be done in any ordinary course of Law, but is properly to be settled by this Honourable Court, & the rather for that it is not known to his Majesties said Attorney, or the said Relators, in whom the present Estate & Fee of the premisses is: **To the end** therefore that a full discovery of all & every the matters & things aforesaid may be made, & that the said charitable uses may be preserved & settled according to the intent of the said *R.R. And* to the end that all the deeds, evidences, & writings that do concern the said Farm & Lands, may be set forth & discovered, & may be disposed of as this honourable Court shall think fit. *And* that the said Farm & Lands may be settled in Trustees, and the rents, issues, & profits thereof applyed & disposed of in & for the charitable uses aforesaid, and that proportionably according to the sums to them severally at first limited, assigned and appointed as is aforesaid, according to the Charitable intention of the said *R.R. And* to the end also that the Lands late of the said *R.R.* that cannot for the present be certainly discovered, may be set out, bounded and ascertained, or otherwise, that the like number of acres or Lands of the same value with such of the said Lands as lye intermixed with the Lands of the Lord of the said Mannor, or with the said Glebe Lands, or the lands of the said *J.H.* may be set out and laid together in some particular place and part, and so held and enjoyed to and for the ends and Caritable use and uses aforesaid: And that the said Confederates and unknown persons, when they shall be discovered, and their names inserted into this Information, may set forth and discover where & in whose hands and power the ancient Charters, and Evidences, of and concerning the said Farm and premisses are, and the dates and contents thereof, and who hath received the Rents, Issues, and Profits of the same premisses, ever sithence the determination of the said demise thereof for the said Term of 99 years, which did end in the said year of your Lord one thousand &c. as aforesaid, and by and under what Right and Title, and how the same hath been since that time disposed of, and what Title, Interest or Estate they or any of them have or claim to have, of, in, to, or out of the said Farm and premisses, or any of them, and by, from, or under whom, and by what conveyance; And that the said Confederate, may set forth, and discover what the true yearly value of the said Farm and premisses, now is and hath been ever since the said year one thousand &c. **And lastly**, that the said Charitable uses may be preserved, maintained and continued to all succeeding Generations, and may be settled, established and confirmed by the Decree of this Honourable Court; *May it please* your Lordship to grant unto his Majestis said Attorney, his Majesties most gracious Writ or Writs of *Subpœna* to be directed to them the said &c.

Pious uses cannot be done in any ordinary course of Law, but properly setled in this Honourable Court.

Prays a discovery, and that disposed as this Honourable Court shall think fit.

Prays a Subpœna.

The

The Replication *of Sir* J.P. *Knight and Baronet his Majesties Attorney General, Complaint, at and by the relation of* A.B. *Doctor in Divinity, Master of* C. *Colledge in the Universitie of* O. *and of the Fellows and Scholars of the same Colledge, to the joynt and severall Answers of us* W.T. *Gent* R.L. *and* JC *Defendants.*

HIs Majesties said Attorney for Replication saith and will averr, that all and every the matters and things in and by his Information in this Honourable Court alledged are true in such sort, manner and form, as the same are therein set forth, and that he is, and shall be at all times ready to prove the same in such manner, as this Honourable Court shall award: And thereupon prayeth relief in the same as he hath in and by the said Information before prayed, and for further Replication, to the answers of all the said Defendants, and particularly of the said *W.T.* and *R.L.* (who acknowledged themselves to be Trustees of the Farm & Lands in question in this Suit.) his Majesties said Attorney saith, that the same Farm and *Attorney saith.* Lands were wholly given and intended by *R.R.* the Donor thereof, to the Charitable Uses in the Information mentioned; And althought the said Donor, did make and direct a special distribution, of the sum of 6 pounds 10 *s. per annum*, which was the then present Rent thereof, yet that Lease being long since determined, & the said Farm and Lands since increased to the value of 30 *l. per annum*, and now let for so much as by the Answers of the said 4 Defendants, as well as of the other Defendants doth appear, & it not appearing by the said Defendants answers, or any of them, that it was the intent of the Donor, that any part of the Rents, Issues or profits of the said Farm or Lands, should be converted by his Trustees to their own use, or to any other use, or that his Heirs, or any other person or persons, but such as in the said Information are mentioned, should have any be- *Averment.* nefit thereof; Therefore his Majesties said Attorney doth aver, that the whole encrease & benefit raised, & to be raised by the said Farm & Lands, since the ending of the Lease thereof, in being at the time of the death of the said Donor, should have been & ought to be distributed to the Charitable uses in the said Information specified, according to such proportion as in the said Information is mentioned; And that the said Defendants *W.T.* and *R.L.* ought to account for, as well such fine or Sum of mony as hath been raised or made by them, or any others with them, by letting of any new Lease thereof, as also for the Surplusage of the said Rent of the said premisses so demised by them, over and above the said sum of 6 *l.* and 10 *s.* yearly paid by them to the Charitable use aforesaid, during the time they or any of them, have received the increase Rent of thirty pounds *per annum*, for which the said Lands have for divers years past, and are

now

now ſtill demiſed, and which hath been yearly paid, and anſwered for the ſame, and the ſaid whole Rent and profits of the ſaid Lands, received by them, or any of them yearly, ever ſince the new letting thereof, after the expiration of the ſaid ancient Leaſe, in being at the time of the death of the ſaid Donor, ought to be all applyed to the charitable uſe and uſes in the ſaid Information ſpecified, in ſuch ſort as is therein ſet forth, and to no other uſe. The ſaid Attorney General averring, and being ready to prove to this Honourable Court, that they the ſaid Truſtees or any of them, or any other perſons named or ſuppoſed Truſtees with them, did never in any one year hitherto ſince the ending of the ſaid antient Leaſe, apply more than 6 *l.* ten ſhillings thereof to the ſaid charitable uſes, in the ſaid Information ſpecified, but in breach of the Truſt in them repoſed, have or ſome of them have miſimployed, and miſconverted the ſame overplus mony amounting in that time, to above four hundred and ſixty pounds, to other uſes, according to their own wills and pleaſures, with this alſo that the ſaid Truſtees, in further breach of the ſaid Truſt, have ſuffered the houſe and buildings, of and belonging to the ſaid Farm and Lands, to fall into great ruine and decay for want of timely repairing and amending, either by the Tenant or Tenants thereof for the time being, or by their or ſome of their care, as ought to have been, and the ſame houſe and buildings are now very ruinous and in great decay, nor are there ſufficient Covenants in the Leaſe, now in being by them the ſaid Truſtees newly made and granted, to compel the preſent Tenants or Occupiers of the ſaid Farm-houſe and buildings, to repair the ſame, which is alſo contray to the truſt in them repoſed, with this alſo, that it appeareth by the Anſwers of all the ſaid Defendants, and his Majeſties ſaid Attorney is ready to prove, that the Lands ſo given and appointed by the ſaid *R. R.* to the charitable uſes aforeſaid, do lye diſperſedly in the ſeveral Fields in *V.* in the County of *H.* and in ſeveral parcels in each of the Fields in *V.* aforeſaid, and that the Boundaries of the ſame and of other mens Lands, in the ſaid Fields, are ſo defaced, ploughed up and confounded, and the ſame, and other mens Lands, do lye ſo confuſedly and intermingled together, by reaſon of the defacing and ploughing up of the ſaid Boundaries; That it is very hard and difficult, if not impoſſible, now to diſtinguiſh the ſame from other mens Lands there, or one mans Lands there from anothers. And therefore the ſaid Attorney General prayeth, That alſwell the ſaid houſes and Buildings, belonging to the ſaid Farm, may be ſpeedily repaired, And that the ſaid Truſtees or ſuch of them, as have received by Fine, or Rent the profits of the ſaid Lands and Premiſſes, may make and give a true account for the ſame, and for what hath been received by them, or any of them, and that the ſame may be applyed to the charitable uſe and uſes aforeſaid. And further, that for the better aſcertaining of the Lands belonging to the ſaid Farm, and lying at preſent ſo intermixed with the Lands of other men in *V.* aforeſaid, may be forthwith ſet out by meets and bounds, whereby the ſame for the future may be certainly known, and diſtinguiſhed from all other mens there, or otherwiſe, as in the Anſwers of the ſaid ſeveral Defendants, is conſented unto, that the like number of Acres, as are belonging to the ſaid Farm, in

Attirs further.

Genral pray.

every of the ſeveral Fields of *W.* aforeſaid may without prejudice to any other perſons, owner or owners of Lands in the ſame Fields, may in each Field be ſet out and laid together, and by conſent of all other owner or owners of Lands in the ſaid Fields, be allotted, allowed, and owned as Lands of and belonging to the ſaid Farm, and to be in all times hereafter uſed and demiſed with the ſame, and that if any part of ſuch lot, happen to be Lands of any other owner or owners of Lands there, ſuch owner or owners, may by their free conſent and conſents, accept of ſuch other Lands belonging, or ſuppoſed to belong to the ſaid Farm, in each of the ſaid Fields, as by like conſent ſhall be laid or ſet out in lieu thereof, whereunto the ſaid Attorney General for and on the behalf of the ſaid Relators, is and doth hereby declare himſelf to be willing: And further prayeth that to this end, a Commiſſion may be Awarded to Gentlmen in the ſaid County to be approved of by this Honourable Court, for the ſurveying the ſame Lands, and ſetting forth the particular parcels thereof, or laying them, with power alſo to treat withall, & every owner or owners of Lands in the ſaid Fields of *W.* that may be concerned in the Premiſſes, and to take and receive their conſent and conſents, to ſuch proceeding and ſetting out of Lands as aforeſaid, as ſhall or may be made, or agreed on by the ſaid Commiſſioners, or ſo many of them as in that behalf ſhall be thereunto impowered, and that if need be, and this Honourable Court ſhall ſo think fit, ſuch perſon & perſons, owner or owners of Lands, as ſhall or may be concerned in the Premiſſes, and ſhall give their conſents to or before ſuch Commiſſioners as aforeſaid, and are not already parties to the ſaid information, may have their names thereunto inſerted, and may by their ſeveral anſwers further teſtifie their ſeveral conſents to ſuch ſetting out, or laying together of Lands to belong unto, and uſed with the ſaid Farm for the future, and of their accepting of other Lands in lieu thereof as aforeſaid, That this Honourable Court may proceed to ſettle the ſame by conſent finally by the Decree of this Honourable Court, as to this Honourable Court ſhall ſeem moſt meet, and for the ſatisfaction of all perſons concerned, or to be concerned therein, without this, That any other matter or thing in any of the Anſwers of any of the ſaid Defendants, contained material or effectual in the Law for him the ſaid Attorney General to reply unto, and not before herein ſufficiently Replied unto, confeſſed and avoided, traverſed or denied is true, in ſuch manner and form as the ſame are in any of the anſwers of the ſaid Defendants ſet forth, and alledged. All which matters and things the ſaid Attorney General is ready to aver and prove, as this Honourable Court ſhall award, and prayeth relief, as in his ſaid Information he hath formerly prayed,

Prays a Commiſſion to be Awarded to Gentlmen.

Bill

A Bill in Exchequer *for Tithes.*

HUmbly Complaining, *Sheweth* unto your Lordſhips, your Lordſhips Orator *T.H.* Vicar of the Pariſh of *C.* in the County of *L.* Debtor and Accomptant to her ſaid Majeſty, for, and under the yearly Rent, or tenth of 27 *s.* 8 *d.* iſſuing and payable out of the ſaid Vicaridge. As by the Records of this Honourable Court, it doth and may appear, That *whereas* your Orator, in or about the Month of *F.* in the year of our Lord 1660. was lawfully Inſtituted and Inducted into the ſaid Vicaridge of *C. And* your Orator *further ſheweth* unto your Lordſhips, that ſince the time of the ſaid Inſtitution to the ſaid Vicaridge, your Orator hath carefully and honeſtly officiated and perſormed, and ſtill doth officiate and perform the Cure therein, reading and preaching the Word of God, and inſtructing the people of the ſaid Pariſh therein, according to the duty of this place as Vicar of the ſaid Pariſh; and according to the Laws of the Church of *England*, and the neceſſity of the Pariſhioners for their Souls health. *And* your Orator in regard thereof, and by virtue of the ſaid Inſtitution and Induction, became juſtly, rightfully and lawfully intituled unto, and ought to have and receive, for and towards his maintenance and livelyhood, all the ſmall and leſſer Tithes of Wool, Calf, Lamb, Cheeſe, Milk, Pigs, Geeſe, Eggs, Flax, Hop, Hemp, Wax, Fruit, and all other ſmall Tithes, Offerings and Duties whatſoever, ariſing, renewing and growing within the ſaid Pariſh, as belonging to the ſaid Vicaridge; and as the former Vicars of the ſaid Pariſh Church, have heretofore, and time out of mind of man, been anſwered and paid the ſame. *And* your Orator *further ſheweth* unto your Lordſhips, that *E. R.* and *R. M.* combining and confederating amongſt themſelves; together with divers other perſons as yet unknown unto your Orator, whoſe Names your Orator prayeth may be inſerted, and they made parties to this Bill, when they ſhall be diſcovered to defeat your Orator of his ſaid juſt Tithes, Profits and Duties, do deny and refuſe to yield or pay any Tithes, Mortuaries, Duties or Oblations at all, or to give your Orator any recompence for the ſame, from the Feaſt of the Annunciation of our bleſſed Lady the Virgin, in the year of our Lord God 1660. until this preſent time. *And* namely, the ſaid *E.R.* hath kept within the ſaid Pariſh, during the ſaid years, divers Milk Cows which have had Calves, the Tithes thereof being worth 13 *s.* 4 *d.* by the year, divers dry and barren Beaſts that have been depaſtured within the ſaid Pariſh, the Tithes whereof being worth 6 ſhill. 8 pence by the year, divers Ewes which have had Lambs, the Tithes whereof being worth 15 ſhill. by the year; divers other Sheep that were depaſtured within the ſaid Pariſh, the Tithe-wool whereof being worth 10 ſhill. by the year, Sows which have had Pigs, the Tithe whereof being worth 6 ſhill. by the year, divers Geeſe, the Tithes whereof was worth 2 ſhill. 6 pence by the year.

Tenth payable.

Inſtitution and Induction.

Performance of the Cure according to his Duty.

By virtue whereof the Complainant became rightfully ſeized and Intituled unto, and ought to have for his maintenance the ſmall and leſſer Tithes.

E. R. R. M. *and others Combination, &c.*

Denial of the payment of Duties and Oblations.

Recital of what Tithes were payable.

And have had Apples, Pears, and other Fruit, the Tithe whereof worth 15 ſhill. 4 pence by the year. And have had Hops growing the ſeveral years aforeſaid, the Tithe whereof worth 4 ſhill. by the year, and have had and taken the whole profit of an eight of Oſiers, the Tithe whereof worth 6 ſhill. by the year, and divers Stocks of Bees, the Tithe of Wax and Hony thereof coming, worth by the year 3 ſhill. 4 pence. And Eggs, the Tithe whereof 2 ſhill. 6 pence by the year. And likewiſe hath withheld and not paid to the oblations due for himſelf and Family at *Eaſter* in every year, 2 ſhill. *And* he the ſaid *R. M.* hath alſo kept within the ſaid Pariſh, in the ſaid years laſt paſt, and this preſent year, divers Milk Cows which have had Calves, whereof the Tithe was worth 6 ſhill. 8 pence by the year. And divers Ewes which have had Lambs, the Tithe whereof was worth 6 ſhill. 8 pence by the year. And divers Sows which have had Piggs, the Tithe whereof was worth 2 ſhill. 6 pence by the year. And divers Geeſe, the Tithe whereof was worth 2 ſhill. by the year. And had Apples, Pears, and other Fruit, the Tithe whereof was worth 8 ſhil. by the year. And divers Stocks of Bees, the Wax and Hony thereof coming, the Tithe whereof was worth 3 ſhill. 4 pence by the year. And Eggs whereof the Tithes were worth two ſhill. by the year. And alſo have had Wooll coming of divers Sheep depaſtured within the ſaid Pariſh, the Tithe wherof was worth 10 ſhill. by the year. And have had Hops which grew within that ſame Pariſh, the Tithe whereof was worth 2 *s.* 6 pence by the year. **And your Orator further ſheweth** unto your Lordſhips, that one *J. W.* about the Month of *A.* in the year of our Lord 1660. within the ſaid Pariſh dyed, and ſhortly after was buried at *C.* aforeſaid. And the ſaid *R. M.* was his Executor, and poſſeſt himſelf of the Goods and Chattels of the ſaid *J. W.* And at the time of the death of the ſaid *J. W.* there happened to be due to your Orator, the Sum of 10 ſhill. for a Mortuary, which hath time out of mind of Man been accuſtomed to be paid to the Vicars of the ſaid Pariſh for the time being, by the Heirs, Executors, Adminiſtrators of all the Owners of the Meſſuages, the ſaid *J. W.* died ſeized, poſſeſſed at the time of the death of ſuch Owner. **And your Orator further ſheweth** unto your good Lordſhips, that beſides the former dues by them the ſaid *E. R.* and *R. M.* and the ſaid other perſons not yet diſcovered Confederates, ſeverally detained and withheld from your ſaid Orator in the ſeveral and reſpective years aboveſaid, which they refuſe to pay, or diſcover, or to make any recompence, or ſatisfaction for the ſame unto your Orator, although your Orator hath often in gentle manner requeſted them ſo to do: all which their denials and refuſals to give your Orator Satisfaction for the ſaid Tithes are contrary to all Right, Equity, and good Conſcience, and of dangerous Example to the reſt of the Pariſhioners, for non-payment of their ſaid Tithes unto your ſaid Orator, whereby your ſaid Orator is like to be deprived of his ſaid maintenance and livelihood, and utterly diſenabled to ſatisfie and pay the ſaid yearly Tenth due to his Majeſty. **In tender conſideration whereof**, and for that Tithes are the Endowment, and Inheritance of the Church, which in all Ages have been favoured

R. M. Executor poſſeſt himſelf of the Goods accuſtomed to pay.

Detention of of Tithes for divers years.

Whereby the Complainant deprived of his maintenance.

favoured and protected, being the advancement of Learning, and rewards of good painful Men in that profeſſion, the want whereof will introduce into the Church Idleneſs and Ignorance, to the diſhonour of God, and the decay of Learning and Religion, which by the Confederates aforeſaid is endeavoured: for the prevention therefore of ſo great a Miſchief, and for that it is moſt agreeable to Common Equity, that thoſe that labour in the Miniſtry for the Spiritual good of Souls, ſhould live, and be maintained out of the temporal Means and Eſtate of ſuch their Pariſhioners, and not to be put to labour with their hands, or forced to ſue for means to live, which would be ſcandalous to the Office of the Miniſtry, and derogatory to the Honour of the Church, and the Laws of this Nation, made for the proviſion of ſuch Perſons. *And* for the prevention of the multiplicity of Suits which otherwiſe would neceſſarily be occaſioned, if your Orator ſhould bring ſeveral Actions for every particular of the ſaid Tithes; *And* for that your Orator doth not know nor can ſet forth all the particular Tithes and Duties ſo withholden from him in the ſaid precedent years: To the intent therefore, that the ſaid *E. R.* and *R. M.* and the ſaid unknown perſons Confederates when they ſhall be diſcovered, may upon their Corporal Oaths, reſpectively ſet forth what number of Cows and Calves, barren and dry Cattel, Sheep, Lambs, Sows, Piggs, Geeſe, and Poultry; And what quantity of Apples, Pears, and other Fruit; And alſo what quantity of Hops, Oſiers, Wool, and other Titheable things, and duties within the ſaid Pariſh, they and every of them reſpectively have had in the ſaid years before-mentioned, that your Orator may receive ſatisfaction for the ſame. *And* that the ſaid Confederates may likewiſe pay their future Tithes growing due within the ſaid Pariſh unto your Orator, for the Cattel, Fruit, Poultry, Profits, and other Titheable things which they ſhall have and poſſeſs, whereby your Orator may be the better enabled to maintain himſelf and his Family, and to ſatisfie and pay the ſaid yearly Rent, and Tenth, unto the Kings Majeſty. And that your Orator may be relieved in all and every the Premiſſes according to Equity and Juſtice; May it therefore pleaſe your Lordſhips, the Premiſſes conſidered, to grant unto your Orator a Writ or Writs of *Subpœna*, under the Seal of this Honourable Court, to be directed to the ſaid *E. R.* and *R. M.* and the ſaid other unknown perſons as they ſhall be diſcovered; Commanding them, and every of them at a certain day, under a certain Pain thereinto to be limited, to be perſonally, and to appear before your Lordſhips, in the Honourable Court of *Exchequer*-Chamber at *Weſtminſter*, then and there to Anſwer, and ſet forth the Truth, in and concerning all and every the Premiſſes, and ſhew cauſe, if they can, why they the ſaid *E. R.* and *R. M.* and the other Confederates reſpectively, ſhould not give unto your Orator recompence, and ſatisfaction for the ſaid ſeveral Tithes and Duties for the years formerly ſpecified. *And*, for the future as they ſhall ariſe and grow due unto your Orator within the ſaid Pariſh. And further, to ſtand to, perform, and abide ſuch order, direction, and decree

Confederates when diſcovered, may upon Oath ſet forth the truth of the Premiſſes.

And that the Defendant may ſtand to the Decree of this Court.

And the Complainant relieved.

decree for your Orators relief in the Premisses, as to your Lordships shall seem most agreeable to Equity, and Right. *And*, your Orator shall daily pray, &c.

A Bill for Tithes in L.

To the Right Honourable, &c.

M. M. Farmer of the Parsonage. Recital of Act of Parliament for payment of Tithes.

HUmbly Complaining, *Sheweth* unto your Lordships, *M. M.* Widow Farmer of the Parsonage of the Parish Church of St. *B.* in *L.* That *whereas* by Act of Parliament made in the 37th year of the Reign of the late King *H.* the 8th, It was enacted that such End, Order, and Direction as should be made, decreed, and concluded by *T.* then Arch-Bishop of *C.* and by divers Lords and others in the same Act named, or by any six of them, concerning the payment of Tithes, Oblations and other Duties within the said City of *L.* and Liberties of the same before the first day of *M.* then next ensuing, and enrolled in his Majesties Honourable Court of *Chancery*, should be and remain as an Act of Parliament. And should bind as well all Citizens and Inhabitants in the said City and Liberties for the time being, as the said Parsons, Vicars, and Curates, and their Successors, according to the effect and intent of the said Order and Decree, so to be made and inrolled. And that every person denying to pay any his or their Tithes, Oblations, or other Duties contrary to the said Decree so to be made, shall by the Commandment of the Major of *L.* for the time being, and in his default, and negligence, by the Lord Chancellor of *England* for his time being, be committed to Prison, there to remain, till such time as he or they have agreed with the Curate or Curates, for his or their said Tithes, Oblations, and other Duties as is aforesaid. *And* whereas afterwards, and before the first day of *M.* aforesaid, there was an end and decree made and enrolled according to the form of the said Statute, wherein and whereby it was Ordered and Decreed, That the Citizens and Inhabitants of the said City of *L.* and the Liberties of the same for the time being, should yearly without Fraud or Covin, for ever pay their Tithes to the Parsons, Vicars, and Curates of the said City of *L.* and their Successors for the time being, after the Rate following (that is to say) for every 10 shill. Rent by the year, of all and every House and Houses, Shops, Ware-houses, Cellars and Stables, and every of them within the said City and Liberty of the same, 1 shill. 4 ob. and for every 20 shill. Rent by the year, 2 shill. 9 pence, and so above the Rent of 20 shill. for the year, ascending from 10 shill. to 10 shillings, according to the Rate aforesaid. And, That the said Tithes should be paid Quarterly at the Feast of *E.* the Nativity of St. *John B.* and at the Feast of St. *Michael* the Archangel, and the Nativity of our Lord God, by

Tithes payable for every 10 shill. Rent of Houses, Shops, &c.

by even portions; and if any variance, controverſie, ſtrife, did or ſhould from henceforth ariſe in the ſaid City for not payment of any Tithes, or if any variance, or doubt did or ſhould ariſe upon the true knowledge, or diviſion, of any Rents, or Tithes within the Liberties of the ſaid City, or any Extent or Aſſeſſment thereof; or if any doubt did or ſhould ariſe upon any other thing within the ſaid Decree, that then upon complaint made by the party grieved, to the Major of the ſaid City for the time being: the ſaid Major, by the Advice of Council, ſhould call the ſaid parties before him, and make a full end in the ſame, with coſts to be awarded, by the direction of the ſaid Major and his Aſſiſtants, according to the intent and purport of the ſaid Decree; and if the ſaid Major did make no end thereof within two Months, after Complaint to him made; or if any of the ſaid parties find themſelves grieved, That then the Lord Chancellor of *England*, for the time being, upon Complaint to him made, within three months next following, ſhould make end in the ſame, with ſuch coſts to be awarded, as ſhould be thought convenient, according to the ſaid Decree, as by the ſaid Act of Parliament and Decree, more at large appeareth. And whereas your ſaid Oratrix, now is, and by the ſpace of 18 years laſt paſt, hath been Farmer of the ſaid Parſonage, of the ſaid Pariſh of St. *B.* aforeſaid, in the City of *L.* and the Liberties of the ſame; which Parſonage, ſhe hath held by all the time aforeſaid, and yet doth hold the ſame for term of her natural life, by vertue of one Leaſe, bearing date the 23 day of *M. Anno Dom.* 1661. made unto her for the term of her natural life, and the lives of *J.B.* &c. and the life of the longeſt liver of them, by and under the yearly Rent of 14 l. by the then Dean and Chapter of *W.* to whom the ſaid Parſonage was heretofore lawfully appropriated. *And* your Oratrix is alſo to pay and allow, by vertue of the ſaid Leaſe and Covenant therein contained 16 l. by the year to a Miniſter, to officiate and preach within the ſaid Pariſh, which he is to have in Money; beſides all the benefit of Marriage, Burials, *Eaſter*-Books, and other Duties. *And* whereas *R.C.* of the ſaid Pariſh of St. *B.* aforeſaid, for many years laſt paſt, hath dwelt and inhabited, and yet doth dwell and inhabit in a fair ſpacious Houſe within the ſaid Pariſh, by and under the yearly Rent of 12 l. reſerved and payable by all the time aforeſaid for the ſaid Houſe; after which Rate, the Tithes of the ſaid Houſe do amount and come to 33 ſhill. by the year: And whereas the ſaid Houſe had been formerly let at ſuch yearly Rent, as that the ſaid Tithes for the ſaid Houſe, after the rate of the ſaid Rent, according to the ſaid Act of Parliament, and Decree aforeſaid, was, and did amount and come to the Sum of 19 ſhill. by the year: And whereas the ſaid *R.C.* and other Farmers and Occupyers of the ſaid Houſe, have for many years paid, for the Tithes of the ſaid Houſe the ſaid yearly Sum of 19 ſhill. and no more: Thereupon and in regard your ſaid Oratrix, and other Farmers of the ſaid parſonage, for many years together, have accepted the Sum of 19 ſhill. by the year, for Tithes of the ſaid Houſe, and your Oratrix was willing, and contented to accept the ſame. But the ſaid *R.C.* having combined and confederated himſelf,

upon variance in payment how to be decided.

33 s. yearly for Tithe.

19 s. Rent accepted.

Confederacy. with divers other of the Parishioners and Inhabitants of the said Parish, and he and they having agreed together, to maintain any Suit that shall be commenced by your Oratrix for the Tithes, at their common charges, the said *R.C.* by such Combination and Agreement, for these six years, and three quarters of a year last past, hath refused, and still doth refuse, to pay your Oratrix the said 33 shill. by the year, or the said 19 shill. by the year, or any Tithe at all for the said House: Notwithstanding your Oratrix hath offered, and been willing, and still is willing to accept of the said 19 shill. and the Arrearages thereof, for the Tithes of the said house. *But* the said *R.C.* refused to pay the said Tithes, or any Tithes at all: And divers other Parishioners of the said Parish, by the means and solicitation of the said *R.C.* and by such Combination aforesaid, denying and refusing also to pay their Tithes to your said Oratrix; and the said *R.C.* by such means, and by concealing and denying what Rent he hath paid, or doth pay, for the said House, which he doth sometime affirm to be 12 pound by the year, sometimes more, and sometimes less, and sometimes none at all: The said *R.C.* doth intend thereby to deprive your Oratrix of all the Tithes due for the said House, and your Oratrix is disabled to pay her said Yearly Rent of 14 pounds and Annual maintainance, to the said Minister or Curate; and to pay and discharge such other payments and Duties, as she is chargeable to pay, for and by reason of the said Parsonage, to the great wrong of your Oratrix, during her time, and to such as have, or shall have the same, after the term ended: Your Oratrix thereupon, the 9*th* day of this Month of *M.* now last past, according to the direction of the said Order and Decree aforesaid, did make her Complaint in Writing, unto the Right Honourable *R.* then and yet Lord Major of the City of *L.* shewing thereby her Case, and did thereby desire to be relieved against the said *R.C.* for the said Tithes, and for the Arrearages thereof, for the time it was so behind, and unpaid; which after nineteen shillings by the year, did amount in all to the sum of five pound eighteen shillings which she was willing, and yet is, to accept in satisfaction of all the Tithes then due and owing, although, according unto his true Rent, it did amount unto much more: And your said Oratrix did procure the said *R.C.* to be duly convented, and to appear before the said Lord Major. *And* your Oratrix by her Council, did appear also: but the said Lord Major did make no end, within the time of two Months to him limited for the ending thereof, according to the said Statute and Decree, whereby your Oratrix is left without any Relief for the said Tithes, or for her costs of Suit. *And* the said Parsonage and Inheritance thereof, thereby and by such Combination as aforesaid: like to be, and to become of no value, unless your Oratrix shall be relieved by your Lordships. In consideration whereof, and to the end the said *R.C.* may set forth and declare what Rent he hath paid for the said time aforesaid, and what Rent he doth pay for the same; and that the yearly Rent of the said House may be known, and the Tithe which he ought to pay for the same, and that he may pay the same to your Oratrix, and the Arrearages thereof, and abide such Order concerning the same, as your Lordship shall award. *Therefore*

Refuse to pay either the 33 s. or 19 s.

The Complainant offered and was willing to accept of 19 s.

The Defendant intending to deprive the Complainant of all the Tithes due, disabling her to pay her Rent.

Willing to accept of 19 s.

No end by the Lord Major.

To discover the Yearly Rent.

and

and for that it is expreſly provided by the ſaid Decree, That if the ſaid Lord Mayor, upon Complaint to him made, make not an end in the ſaid cauſe within two Months; or if any party find himſelf aggrieved, that then the Lord Chancellor of *England*, for the time being, Complaint to him made within 3 months next following, ſhould make an end in the ſame with ſuch Coſts to be awarded, as ſhall be thought convenient, according to the intent of the ſaid Decree: Wherefore, and for that your ſaid Oratrix hath no other means to be relieved, concerning the Premiſſes, but by Complaint to your Lordſhips; *Therefore*, your Oratrix doth moſt humbly Complain to your Lordſhip concerning the Premiſſes. *And* doth moſt humbly deſire your Honour to be pleaſed to take hearing of the ſaid Cauſe, and to give your Oratrix ſuch relief and redreſs therein, as ſhall ſeem agreeable to Juſtice; and to that end, that it would pleaſe your Lordſhip to grant to your ſaid Oratrix, a Writ of *Subpœna* to be directed to the ſaid *R.C.* Commanding him thereby to be, and appear, before your Honour in the High Court of *Chancery*, at ſome certain day, which by your Honour ſhall be thought fit; and then and there to anſwer the Premiſſes, and to ſtand to, and abide ſuch Order concerning the ſame, as to your Honours ſhall ſeem fit. *And* your Oratrix ſhall daily pray, *&c.*

Prays hearing of the Cauſe and relief.

Bonds *with* Conditions.

NOverint *univerſi per præſentes me*, A.B. *de &c. teneri & firmiter obligari* C.D. *de &c. in* ——— *libris legalis monetæ* Angliæ, *ſolvend. eidem* C. *aut ſuo certo Attornat. Execut. Adminiſtrat. vel Aſſign. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligo me, Hæred. Execut. & Adminiſtrat. meos firmiter per præſentes. Sigillo meo ſigillat. dat.* ——— *die* ——— *Anno Regni Dom. noſtri* Caroli *Secundi, Dei Gratia* Angliæ, Scotiæ, Franciæ, & Hiberniæ *Regis, Fidei Defenſoris, &c. decimo quinto, Annoq; Dom.* 1663.

NOverint *univerſi per præſentes*, A.B. *de &c. &* C.D. *de &c. teneri & firmiter Obligari* E.F. *de &c. in* ——— *libris legalis monetæ* Angliæ, *Solvend. eidem* E. *aut ſuo certo Attorn. Execut. & Adminiſtrat. vel Aſſignat. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligamus nos & utrumq; noſtrum, per ſe, pro toto, & in ſolido Hæred. Execut. & Adminiſtrat. noſtros & utriuſq; noſtrum firmiter per præſentes. Sigillis noſtris ſigillat. Dat. ut ſupra.*

NOverint *univerſi per præſentes nos*, A.B. *de &c.* C.D. *de &c. &* E.F. *de &c. teneri & firmiter Obligari*, G.H. *de &c. in* ——— *libris legalis monetæ* Angliæ, *Solvend. eidem* G. *aut ſuo certo Attorn. Execut. Adminiſtrat. vel Aſſignat. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligamus nos & quemlibet noſtrum per ſe, pro toto, & in ſolid. Hæred. Execut. & Adminiſtrat. noſtros & cujuſlibet noſtrum firmiter per præſentes. Sigillis noſtris ſigillat. Dat. &c.*

NOverint *univerſi per præſentes me*, A.B. *de &c. teneri & firmiter Obligari* C.D. *de &c. &* E.F. *de &c. in* ——— *libris legal. monetæ* Angliæ, *Solvend. eiſdem* C. *&* E. *aut ſuis certis Attorn. Execut. Adminiſtrat. vel Aſſignat. Ad quam quidem ſolutionem bene & fideliter faciend. Obligo me, Hæred. Execut. & Adminiſtrat. meos firmiter per preſentes. Sigillo meo ſigillat. Dat. &c.*

A

A Condition for the payment of Monies at ſeveral days.

THE Condition of this Obligation is ſuch, That if the above bound *D. T.* his Heirs, Executors, Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the abovenamed *J.S.* his Executors, Adminiſtrators, or Aſſigns, at or in the now Manſion-houſe of the ſaid *J.S.* in *B.* aforeſaid, the Sum of 20 l. of &c. in manner and form following; *viz.* upon the Feaſt day of St. *M.* next enſuing the date hereof 50 *s.* and upon the Feaſt day of *N.* next enſuing, other 50 *s.* and upon the Feaſt day of *A.* next enſuing, other 50 *s.* and upon the Feaſt day of St. *J.* then next enſuing, other 50 *s.* And ſo from thenceforth upon every of the Feaſts aforeſaid then next and conſequently following, the like Sum of 50 *s.* until the above-ſaid ſum of 20 l. ſhall be fully paid; **That then**, &c.

A Condition upon a Counter-Bond.

THE Condition, &c. That if the above bound *T.M.* his Heirs, Executors, Adminiſtrators, or any of them, ſhall from time to time for ever hereafter, acquit, diſcharge, ſave, defend and keep harmleſs the above-named *F.G.* his Heirs, Executors, Adminiſtrators, and every of them, againſt *T.P.* of &c. his Executors, Adminiſtrators, of, for, and upon, touching and concerning one Writing Obligatory bearing date the day of the date of theſe preſents, wherein the ſaid *F.G.* together with the ſaid *T.M.* and for the proper and only Debt of the ſaid *T.M.* ſtand joyntly and ſeverally bound unto the ſaid *T.P.* in the penalty of 100 l. with Condition under-written for the payment of 53 l. of &c. upon the 19*th* of *J.* which ſhall be in the year 1658. at or in the now Manſion-houſe of the ſaid *T.P.* in *R.* aforeſaid; [As by the ſaid Obligation and Condition thereof more at large appeareth,] And further, if the ſaid *T.M.* his Heirs, Executors, Adminiſtrators, or ſome of them, ſhall deliver or cauſe to be delivered out unto the ſaid *F.G.* his Heirs, Executors, and Adminiſtrators, the ſaid Obligation cancelled or to be cancelled, or elſe ſome other ſufficient Diſcharge in Law for the ſame, at or before the 19*th* of *O.* next enſuing after the aforeſaid 16*th* of *J.* **That then**, &c.

A Condition to perform Covenants.

THE Condition, &c. That if the above bounden *A.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do and ſhall well and truly obſerve, perform, fulfil, pay, accompliſh, and keep all and every the Covenants, Grants, Articles, Clauſes, Payments, Conditions, and Agreements whatſoever mentioned and compriſed in one pair of Indentures bearing date with theſe preſents, and made or mentioned to be made between the above named *A.* of the one part, And the above bounden *A.B.* of the other part, which on the part and behalf of the ſaid *A.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns are or ought to be obſerved, performed, fulfilled, paid, accompliſhed, and kept according to the true intent and meaning of the ſaid Indentures: **That then**, &c.

Not

Not to Releaſe a Statute.

without conſent.

THE Condition, &c. That if the above bounden *C. A.* his Executors or Adminiſtrators, or any of them, without the ſpecial conſent and Agreement of the abovenamed *D. E.* his Executors or Adminiſtrators ſignified and declared under his or their hand or hands, do not nor ſhall not at any time or times hereafter relinquiſh, diſcharge, or any ways make fruſtrate and void, One Recognizance in the nature of a Statute-Merchant knowledged by *R. B.* of *H.* in the County of *L.* Eſq; unto the above-named *C. A.* in the Sum of 1000*l.* taken and knowledged at *P.* in the ſaid County of *L.* the 10*th* day, &c. before *R. W.* Gent. then Major of the ſaid Town of *P.* and *A. W.* then Clerk of the ſaid Town, authorized to take knowledge of ſuch Recognizances or Statutes: **That then,** &c.

Not to revoke a Grant of the Office of a Receiver made by the Obligor by Letter of Attorney.

Recital of the grant.

THE Condition, &c. That **whereas** the above bounden *R. B.* by his Deed bearing date with theſe preſents, hath granted unto the above named *C. D.* the ſeveral Offices of Bayliwick and Receivorſhip of all the Rents, Iſſues, Profits, and Commodities iſſuing and coming out, of, from all and ſingular the Lands, Tenements, Rectories, Tithes, Liberties, and other Hereditaments, which the ſaid *R.* now hath and holdeth for the Term of divers years yet to come and unexpired, of the Demiſe, Leaſe or Grant of *P. S.* **To have and to hold** the ſame ſeveral Offices unto the ſaid *C. D.* or his lawful and ſufficient Deputy, from the day of the date of the ſaid Deed, for and during the reſt and reſidue of the ſaid Term of years granted by the ſaid Leaſe which are yet to come and unexpired, if the ſaid *R.* ſo long ſhould live, as by the ſaid Deed more at large appeareth. **If therefore** he the ſaid *R. B.* do not or ſhall not at any time hereafter revoke or diſannul the ſaid Deed, nor the power and authority thereby given and granted to the ſaid *C. D.* But do and ſhall from time to time and at all times, during the Term aforeſaid, in manner and form aforeſaid, avow and juſtifie all and every lawful act and thing whatſoever which he the ſaid *C. D.* or any other perſon or perſons by his command, direction, appointment, ſhall do or cauſe to be done in or about the rule, order and government of the ſaid Meſſuage, Lands, Tenements, Tithes, and other the premiſſes, and of every part and parcel thereof; As alſo for, in, and about, the receipt, collecting, and gathering of the Rents, Revenues, and profits thereof, of any part thereof. *And* if alſo the ſaid *R. B.* do and ſhall from time to time and at all times hereafter, during the continuance of the ſaid Leaſe to him made as aforeſaid permit & ſuffer the ſaid *C. D.* peaceably and quietly to collect, gather & receive all the Rents, Revenues, Iſſues & profits of the premiſſes, and of every part thereof, and the ſame to retain and keep in his own hands, and to his own proper uſe and behoof, without any accompt, recompence, or other ſatisfaction

Habend.

Condition.

Not to revoke.

To permit the Obligee to receive the rents to his own uſe.

faction to be given thereof, or therefore to be answered, made, or demanded for the same. **And further**, If neither the said *R.B.* nor any other person or persons by his commandment, means, or procurement, do or shall at any time or times hereafter intermeddle with, or by any means have to do in or with the having rule, use, or occupation of the said Messuages, Lands, Tenements, and premisses, or any part or parcel thereof, or in or with the receipt, having or take of the Rents, Revenues, or other profits thereof (except the same be done by and with the consent and agreement of the said *C.D.* under his hand first had and obtained:) **That then**, &c.

The Obligor not to intermeddle.

To Prosecute upon a Replevin.

The Condition &c. That if the above bounden *A.B.* at the next County-Court to be holden at *S.* do without delay implead, sue, and bring an Action or Plaint of *Replegiare* in the said County-Court against *C. D.* for the taking and wrongfully detaining of one Horse and 2 Kine of the Goods and Chattels of the above bounden *A. B.* as he affirmeth; And upon commencement of the said Action and Plaint, do with all diligence not only prosecute and pursue the said Action against the said *C.D.* but also make lawful return of the said Cattel, if return thereof be adjudged and awarded, So that the above named Sheriff sustain no loss or damage thereby: **That then**, &c.

Diligently to prosecute the Action.

Of a Bond *taken by the Sheriff upon a* Supersedeas *of an Outlawry.*

The Condition of this Obligation is such, That if the above bounden *A. B.* nor any other for him, or in his name shall from henceforth eloyne any Goods, Chattel or Chattels of the said *A.* of which he was possessed as his own proper Goods and Chattels on Munday next after the Feast of St. *F.* in the 10*th* year of the Reign of our Sovereign Lord the King; or at any time since; upon which day, the said *A.* was Outlawed in *L.* at the suit of *C. D.* in a Plea of Debt: But that he will answer to the said King the said Goods, Chattel and Chattels, or the price of them, until a Plea upon a Writ of errour pending before the Justices of the said King, of the Common Bench at *Westminster*, yet undecided, be fully determined: **That then** this present Obligation, &c.

A. B. not to eloyne any Goods, &c. which he was possest of, &c. the time of the Outlawry, but answer the King for the same, &c. until reversal.

For the good Behaviour.

The Condition, &c. That if the within bounded *A.B.* do at all times hereafter both in word and deed, use, bear, and behave himself well, honestly, and quietly towards all his Majesties Liege people, and specially towards *C.D.* so as by any act, speech, or thing that by the said *A.B.* shall be committed, done, reported, or spoken, the said *C.D.* be not at any time hereafter

after either in his body or goods, moleſted, vexed, or troubled, neither his good name or fame impeached, ſlandred, or taken away: That then, &c.

Not to ſue for Land or Goods.

THE Condition of this Obligation, &c. That if neither the above bounden *B.* his Heirs, Executors, or Aſſigns, nor any of them, nor any other perſon or perſons claiming by, from, or under them or any of them, or by their or any of their means, procurement, or aſſent, do at any time hereafter after the death of *G.H.* of &c. Eſq; Father of ſaid the *E.* implead, ſue, diſturb, trouble, moleſt, or impeach *S.L.* daughter of *W.G.* deceaſed, Wife of the ſaid *T.L.* and Mother of the ſaid *E.* of or for any Eſtate, Right, Title, Intereſt, or demand of, in, or to any of the Meſſuages, Lands, Tenements, Hereditaments, Goods or Chattels of the ſaid *B.* by reaſon or colour of the Intermarriage between him the ſaid *T.L.* and the ſaid *S.L.* nor ſhall or do in any wiſe attempt to avoid or impeach the marriage between her the ſaid *S.* and the ſaid *T.L.* or the decree heretofore had and pronounced between the ſaid *T.L.* & *E.* daughter of *W.G.* deceaſed: That then, &c.

Not to claim a Childs Part:

THE Condition &c. That whereas the above-named *A.W.* Widow, Mother of the within bounden *C.D.* Hath the day of the date within written, given, paid, and delivered unto the ſaid *C.D.* in full payment and ſatisfaction of his Childs Part and Portion of all and ſingular the Goods and Chattels of her the ſaid *A.W.* the Sum of 50 l. If therefore the ſaid *C.D.* do not at any time or times hereafter during his natural life, claim, challenge, require, pretend to, or demand to have, any Childs Part or Portion, Right, Title, Intereſt or Property, of, in, or to any the Goods or Chattels of her the ſaid *A.W.* neither do or will intermeddle with any matter, action or thing whatſoever concerning the ſame: But do hold himſelf ſatisfied and contented with the ſaid Sum of 50 l. in full allowance, diſcharge, and ſatisfaction of all ſuch right of Childs part and portion of all Legacies, duties, and demands whatſoever, which ſhould, ſhall, may, or might be due or belonging to him the ſaid *C.D.* after the death of the ſaid *A.* or otherwiſe, That then, &c.

For yielding up a Poſſeſſion.

THE Condition is ſuch, That if the within [or above] bounden *A.B.* his Executors, or Adminiſtrators before the Feaſt of St. *M.* next coming after the date hereof, *Do* peaceably and quietly Yield, Surrender, and deliver up unto the within named *C.D.* his Executors, Adminiſtrators, or Aſſigns, the quiet poſſeſſion of the Meſſuage or Tenement, with the Appurtenances, wherein the ſaid *A.B.* now liveth, ſituate, lying, and being in *M.* in the County of *S.* without fraud or further delay; That then, &c.

That

That the Father ſhall not ſell his Land from his eldeſt Son.

THe **Condition**, &c. That if the above bounden *A.B.* do not at any time or times hereafter, alien, ſell, give, grant, or otherwiſe incumber any of the Lands, Tenements, or Hereditaments, whereof the ſaid *A.B.* the day of the date hereof, or any other perſon or perſons to his uſe, ſtandeth or ſtand ſeized in poſſeſſion or Reverſion of any Eſtate of Inheritance within the County of *S.* and *H.* or either of them, or elſewhere within the Realm of *England*. *But* do ſuffer all and ſingular his Lands, Tenements, and Hereditaments, and every of them lineally to deſcend and come unto *R.B.* Son and Heir apparent of the ſaid *A.B.* according to the courſe of the Common Laws of this Realm, without any manner of Alienation, or other Charges or Incumbrances whatſoever to be had, made, done, or ſuffered by the ſaid *A.B.* or any other perſon or perſons, by his means, privity, conſent, or procurement: **That then**, &c.

For the Truth of an hired Servant.

THe **Condition**, &c. That *whereas* the within bounden *A.B.* is become the hired Servant of the within named *C.D.* and hath Covenanted to ſerve the ſaid *C.D.* as his hired Servant, from the day of the date within written, for a certain time between them agreed. *If therefore* the ſaid *A.B.* at all and every time and times hereafter, during all ſuch time as the ſaid *A.B.* ſhall continue and be the Servant of the ſaid *C.D.* or ought to ſerve the ſaid *C.D. Do* well, faithfully, truly, and diligently ſerve the ſaid *C.D.* as well within the Realm of *England*, as elſewhere within his Majeſties Dominions, in all and every the lawful affairs and buſineſs of ſaid the *C.D.* whatſoever; So as the ſaid *C.D.* be not hurt, harmed or damnified by or through the untruth or negligence of the ſaid *A.B.* And alſo if the ſaid *A.B.* do well and truly make and deliver, or cauſe to be made and delivered to the ſaid *C.D.* his Executors or Adminiſtrators, a true, plain, and perfect accompt, and reckoning, with true payment and delivery of all and ſingular ſuch Mony, Goods, and Wares, as ſhall from time to time come to the hands and poſſeſſion of him the ſaid *A.B.* during the ſaid term and time: **That then**, &c.

Faithfully to ſerve.

And true accomp. and payment make, &c.

To deliver Poſſeſſion to a Woman.

THe **Condition**, &c. That if the above bounden *R.L.* his Heirs, Executors or Aſſigns, or ſome or one of them, ſhall and do in and upon the Feaſt of *P.* which ſhall be in the year of our Lord God, &c. well, peaceably and quietly yield up and deliver unto the above-named *G.L.* the full, quiet, and peaceable poſſeſſion of one Capital Meſſuage or Tenement, with the Appurtenances commonly called or known by the name of *N.* ſituate, lying and being in *L.* in the County of *W.* and of all other the Houſes, Edifices, Buildings, Lands, Tenements, and Hereditaments whatſoever to the ſame Capital Meſſuage belonging, or in any wiſe appertaining without fraud,

fraud, covin or delay; And do alſo permit and ſuffer the ſaid *G.* and his Aſſigns, at all times from and after the ſaid Feaſt of *P.* quietly and peaceably to have, hold, uſe, occupy, and enjoy the ſaid Meſſuage, Lands, and Premiſſes, without any let, trouble, vexation, or diſturbance of him the ſaid *R. L.* his Executors or Adminiſtrators, or of any other perſons lawfully having or claiming to have any right, title, or Intereſt of, in, and to, the ſaid premiſſes, or any part thereof, by, from, or under him, the ſaid *R.* his Heirs, *&c.* **That then,** &c.

For delivery of Wheat.

The Condition of this Obligation is ſuch, That if the within bounden *A.B.* his Executors &c. or any of them do deliver, or cauſe to be delivered to the within named *C D.* his Executors, &c. 20 Quarters of good ſufficient ſweet and merchantable Wheat at the now dwelling houſe of the ſaid *C.D.* ſituate, &c. in manner and form following; *That is to ſay,* 5 Quarters thereof at or before the day of, *&c.* **That then,** &c.

For delivery of Mault.

The Condition, &c. That if the within bounden *A.B.* his Executors, *&c.* do deliver, *&c.* 14 Quarters of Straw-dryed well fired Mault, good, ſweet and merchantable, in manner and form following, *&c.* **That then,** &c.

For delivery of Hops.

The Condition, &c. That if the above bounden *A.B. &c.* do deliver 2000 weight of well coloured, well picked and merchantable Hops, at or in, *&c.* in or upon, *&c.* **That then,** &c.

That if the Conuſors of a Fine being within age ſhall reverſe the Fine, then to repay the Marriage Mony.

The Condition, &c. That if *A.B.* of *W.* Gent. now ward to the Kings Majeſty his Committee or Committees; and *S.A.* one of the daughters of the ſaid *W.A.* nor the ſaid *A.B.* her ſurviving, ſhall not from and after the Intermarriage of the ſaid *A.B.* and *S.A.* during the joynt Lives of the ſaid *A.* and *S.* nor during the life of the ſaid *A.* her ſurviving, willingly or wittingly attempt or do any overt act or acts of Record, whereby or by means whereof, any Fine or Fines heretofore knowledged, or hereafter to be knowledged or levied by the ſaid *A.B.* and *S.* of all or any the Lands, Tenements, or Hereditaments in any ſort, in poſſeſſion, reverſion, or remainder, appertaining to the ſaid *S.* ſhall be hereafter reverſed for or in reſpect of the minority of them the ſaid *A.* and *S.* or either of them, without the conſent of the ſaid *W.A.* his Heirs or Aſſigns. **And furthermore,** if it ſhall happen the ſaid *A.* to deceaſe during the minority of the ſaid *S.*

and

and that afterwards the ſaid *S.* during her minority ſhall wittingly or willingly attempt to do any Overt-act of Record, whereby, or by means whereof any of the ſaid Fine or Fines ſo to be levied by the ſaid *A.* and *S.* ſhall be reverſed by any Suit or Action to be attempted and proſecuted without the conſent of the ſaid *W. A.* by the ſaid *S.* in regard only of the minority of the ſaid *S.* at the time of the levying of the ſaid Fine or Fines: *Then* if *M.B.* of *W.* Wid. Mother of the ſaid *A.B.* her Executors or Aſſigns, ſhall and do well and truly without fraud or covin within the ſpace of ſix Months next enſuing after the Reverſal of the ſaid Fine or Fines, and notice or knowledge of the ſaid Reverſal had or given to the ſaid *M.* her Executors or Aſſigns, by the ſaid *W. A.* his Executors or Aſſigns, ſatisfie, content and repay unto the ſaid *W. A.* his Executors or Aſſigns, all and every ſum and ſums of mony as he the ſaid *W. A.* his Executors or Aſſigns ſhall have before ſuch reverſal, ſatisfied or paid to the ſaid *M.* for or in reſpect of the ſaid Marriage; or for or by reaſon of any Articles, Clauſe or Agreement had, made or comprized in certain Articles of Agreement which were had or made and concluded between the ſaid *W. A.* of the one part, and the ſaid *M. B.* of the other part, by the Mediation, &c. bearing date, &c. **That then**, &c.

Not to do any Act to reverſe the Fine.

That one ſhall accompt for, and pay the Proceed of Mony lent to Trade with.

The Condition, &c. **That whereas** the within named *A.B.* hath before this time, *That is to ſay*, on the 20*th.* day of *M.* laſt paſt, lent and delivered unto *C.D.* the Sum of 500 *l.* to enable him to trade in ſuch way as ſhall ſeem beſt unto him, and as may conduce moſt to his profit, benefit, and advantage. *Now* therefore if the ſaid *C.D.* his Executors or Adminiſtrators, ſhall at the end of every ſix Months well and truly without fraud or covin make true and juſt accompt unto the within named *A.B.* of all the profit and proceed which he the ſaid *C.D.* hath within the ſaid ſix months (the firſt ſix months beginning at the date within written) by the uſe and imployment of the ſaid 500 *l.* And if the ſaid *C.D.* do and ſhall alſo well and truly pay and cauſe to be paid unto the within named *A.B.* the moiety or one half of ſuch profit or proceed: **That then** this, &c.

Not to Releaſe a Letter of Attorney.

The Condition, &c. That if the within bounden *A.B.* his Executors and Adminiſtrators, and every of them, do at all times hereafter maintain, allow, avow, and juſtifie all and every Action, Suit, lawful act and acts, which the within named *C.D.* his Executors or Adminiſtrators ſhall commence againſt *E.F.* &c. by vertue of a Letter of Attorney made by the ſaid *A.B.* to the ſaid *C.D.* **And further**, If the ſaid *A.B.* have not releaſed or diſcharged, nor at any time hereafter ſhall do and diſcharge the ſaid *E.F.* his Heirs, Executors, nor Adminiſtrators of or for the payment of the mony in the ſaid Letter of Attorney ſpecified, or any part thereof, without the conſent of the ſaid *C.D.* **That then**, &c.

To maintain Actions.

Have not, nor ſhall not diſcharge.

That

That a Man ſhall leave to his Wife at his Death ſo much Goods.

THe Condition, &c. That if the within bounden *A.B.* do at, or before the day and time of his deceaſe out of this tranſitory life, give, grant, convey, and aſſure unto *E.* now the Wife of the ſaid *A.* and Siſter to the within named *C.D.* ſuch and ſo much ready Mony, Plate, Moveables, Goods, and Chattels, or other ſubſtance as ſhall amount to the value of 100 *l. To the* only uſe and behoof of the ſaid *E.* his Executors and Aſſigns, for ever, freely for her or them to be diſpoſed of; That then, &c.

Condition, *not to impeach an Extent.*

Recitation of the Extent.

THe Condition of this Obligation is ſuch, That whereas by vertue of an Extent upon a Statute of 1000 *l.* heretofore acknowledged by *A.B.* Eſq; unto one *C.D.* the Intereſt whereof is now aſſigned and granted to the within named *M.H.* he the ſaid *M.H.* ſtandeth poſſeſſed amongſt other Lands and Tenements, of and in the Mannor or Chantry, and diſſolved Colledge of *S.* with the Appurtenances in the County of *N.* and of divers Lands, Tenements, and Hereditaments, to the ſaid Mannor or Chantry, and diſſolved Colledge, belonging or appertaining. And whereas, the ſaid *M.H.* by his Indenture of Leaſe, bearing date, &c. for the conſideration herein expreſſed, hath demiſed and granted to the within bounden *R.S.* and one *H.L.* the ſaid Mannor or Chantry, and diſſolved Colledge of *S.* and the Premiſſes thereunto belonging, for the Term of, &c. From the Feaſt day of St. *M.* laſt paſt, if the ſaid Extent ſhould ſo long continue in force, at and under the yearly rent of 1000 *l.* as in and by the ſaid Indenture, to which relation being had, further may appear. If therefore, at any time or times hereafter, during the term or time mentioned, limited or contained in, and by the ſame Indenture of Leaſe: Neither the ſaid *R.S.* his Executors, &c. do not, or ſhall not do, make, or cauſe to be done, or conſented unto, or wittingly and willingly ſuffer to be done, any act or thing, whereby the Intereſt, poſſeſſion, or Benefit, of or by the ſaid Extent, Statute, or Execution thereupon, had or to be had, ſhall or may be overthrown, extinguiſhed, defeated, determined, evicted, or impeached. That then, &c.

Not to do any Act to overthrow the extent.

To deliver Writings, upon payment of a Sum of Mony.

THe Condition of this Obligation is ſuch, That *whereas* the above-named *H.B.* by his Indenture, dated with theſe preſents, made between the ſaid *H.* of the one part; and the above-bounden *W.K.* of the other part, *Hath* given and granted to the ſaid *W.K.* one Meſſuage or Tenement, and Garden thereunto adjoyning, having been heretofore two Meſſuages, and two Gardens, with the Appurtenances, ſituate and being in the Town

Grant.

Town of S. aboveſaid, in a Street there called *D.* and one Orchard thereunto adjoyning: All which were of late in the Tenure or Occupation of *E.H.* together with all Tenements, Backſides, Houſes, Buildings, and other Hereditaments whatſoever, with their Appurtenances, unto the ſame Meſſuage, Garden, and Orchard, and every of them belonging, uſed, or occupyed: And alſo, all Charters, Deeds, and Evidences, concerning the ſame. **To have and to hold** to the ſaid *W. K.* and his Heirs, to the uſe of the ſaid *W.* his Heirs and Aſſigns for ever; with a certain **Proviſo** or **Condition** therein contained: That if the ſaid *H.B.* his Heirs, Executors, or Adminiſtrators, ſhall & do well and truly content and pay, or cauſe to be contented and paid unto the ſaid *W.K.* his Executors or Adminiſtrators, at or in the *South* door, or Porch of St. *J.* in the ſaid Town of *S.* upon the 25*th* day of *M.* which ſhall be in the year of our Lord God, 1658. the Sum of 100*l.* of &c. at one entire payment; That then the ſaid Eſtate of the ſaid *W.K.* ſhould be utterly void and fruſtrate, as by the ſaid Indenture more at large, amongſt other things appeareth. **If now** the ſaid *W.K.* his Heirs, Executors, or Adminiſtrators, preſently after ſuch payment of the ſaid Sum of 100*l.* to be made by the ſaid *H.B.* his Heirs, Executors, Adminiſtrators, unto the ſaid *W.K.* his Executors or Adminiſtrators, in manner and form aforeſaid, ſhall and will, upon reaſonable requeſt to be made by the ſaid *H.* his Heirs, Executors, or Adminiſtrators, deliver, or cauſe to be delivered unto the ſaid *H.B.* his Heirs, Executors, or Aſſigns, one Deed indented of Fee-Farm of the Premiſſes before mentioned, to be given and granted, bearing date the 10*th* day of *S.* in the 2 year of the Reign of our late Sovereign Lord King *C.* made by one *A.C.* of *C.* in the County of *S.* Eſq; unto *H.B.* late of the ſaid Town of *S.* Gent. deceaſed, Father of the ſaid *H.* by the name of *H.B.* whole, uncancelled, undefaced, or otherwiſe hurt by the ſaid *W. K.* his Heirs, Executors, or Adminiſtrators; or by any other, his, or their means, conſent or procurement. **And alſo**, as well that part of the former Indenture, or Deed of Mortgage of the Premiſſes, bearing date with theſe preſents, made by the ſaid *H.B.* to the ſaid *W.K.* and remaining with the ſaid *W. K.* as alſo one Bond of 200*l.* bearing date alſo with theſe preſents, made by the ſaid *H.B.* to the ſaid *W.K.* for the payment of the Sum of 100*l.* **And** for the performance of the Covenants, Grants, Articles, Clauſes, and Agreements, contained in the ſaid former Indenture, or Deed of Mortgage, which on the part and behalf of the ſaid *H.* his Heirs, Executors, and Adminiſtrators, are to be obſerved and kept, as by the ſeveral Deeds indented, and Bond, more at large appeareth. **That then** this Obligation to be void, &c.

Habend. to W.K. and his Heirs, and with Proviſo, upon payment of 100l. the Eſtate to be void, as by the Indenture appeareth.

To deliver Poſſeſſion of a Houſe, demiſed upon Condition.

THE **Condition**, &c. of this Obligation is ſuch, That **whereas** the abovenamed *H.B.* by his Deed indented, bearing date with theſe preſents, *Hath* demiſed and granted unto the above bounden *W.R.* one Meſſuage or Tenement, and one Garden, and one Orchard thereunto adjoyning, in a Street there called *D.* All which of late were in the Tenure or Occupation

Recital of the Demiſe.

pation of *E.H.* together with all Tenements, Back-ſides, Houſes, Buildings, and other Hereditaments, whatſoever, with the Appurtenances unto the ſame Meſſuage, Garden, and Orchard, or any of them belonging, or therewith uſed or occupyed, *To have and to hold* to the ſaid *W.R.* his Executors, and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, next enſuing the date hereof, for and during the Term of 21 years, from thence next enſuing, and fully to be compleat and ended; with a certain Proviſo or Condition, in the ſame Deed contained; That if the ſaid *H.B.* his Heirs or Executors, at the end of 6 years next enſuing the date of the ſaid Deed indented, or at the end of 12 years next after the date hereof, or at the end of 18 years next enſuing the date hereof, ſhall and do, *bona fide*, without fraud or covin, mean to come to inhabit in the ſaid Meſſuage, and other the premiſſes, in the ſaid Deed indented, mentioned to be demiſed: And thereof give notice and warning to the ſaid *W.R.* his Executors or Aſſigns, at the ſaid Meſſuage, by the ſpace of 6 months next before his or their ſo coming; and do afterwards come to dwell and inhabit in the ſaid Meſſuage or Tenement, *That then* the ſaid Leaſe, Demiſe, and Term, ſhould utterly ceaſe, determine, and be void, to all intents and purpoſes; as by the ſaid Deed intended appeareth. *If now* the ſaid *W.R.* his Executors or Aſſigns, at the end, ceaſing, forfeiture, or determining of the ſaid Leaſe and Demiſe, by force of the ſaid Proviſo or Condition; or otherwiſe at the end or expiration of the ſaid Term of 21 years, upon the reaſonable requeſt of the ſaid *H.B.* his Heirs, Executors, or Aſſigns, ſhall peaceably and quietly yield and deliver up, or cauſe to be yielded and delivered up, unto the ſaid *H.B.* his Heirs, Executors, or Aſſigns, the Poſſeſſion of the ſaid Meſſuage, Garden, and Orchard, with the Appurtenances; unleſs, in the mean time, the ſame be lawfully evicted, diveſted, or recovered, from the ſaid *W.R.* his Executors or Aſſigns, without Fraud or Covin. **That then**, &c.

Habend.

Proviſo.

For delivery up.

That the Obligor ſhall juſtifie ſuch Actions, as the Obligee ſhall commence.

THE condition, &c. is ſuch, That if the above bounden *A.B.* do and ſhall from to time, and at all times hereafter, maintain, avow, and juſtifie all and every lawful Act and Acts, Suits, Petitions, and Complaints, which ſhall be hereafter commenced, and proſecuted, by the above named *C.D.* his Heirs, Executors, or Aſſigns, in the name of the ſaid *A.B.* and his Heirs, of, for, or concerning certain Cloſes of Land, lying and being, &c. now or late in the Tenure or Occupation of &c. **And alſo**, if the ſaid *A.B.* within one half year after the recovery, or obtaining thereof, upon payment of 100*l.* unto him, by the ſaid *C.D.* do make a good lawful Conveyance of all his Eſtate, Right, and Intereſt thereof, and therein, to the ſaid *C.D.* his Heirs and Aſſigns for ever, to to the only uſe and behoof of the ſaid *C.D.* his Heirs and Aſſigns for ever. **That then**, &c.

To maintain, avow, and juſtifie Actions.

Upon payment of 100l. to make conveyance of his right.

To

To save Lands from Incumbrances.

THE Condition, &c. That whereas the within bounden *A.B.* by his Deed bearing date &c. for the Consideration in the said Deed specified, Hath granted, sold, bargained, enfeoffed, and confirmed unto the within named *C.D.* his Heirs, and Assigns for ever, all that his piece, or parcel of Land, situate, lying, and being in, &c. as in the same Deed more at large appeareth. *If now*, the said parcel of Land, with the Appurtenances, by the said Deed granted, bargained, and sold, the day of the date hereof is, and at all times hereafter shall be, clear and clearly acquitted, & discharged or sufficiently saved harmless of, and from all, and every former Bargains, Sales, Gifts, Grants, Statutes-Merchant, and of the Staple, Recognizances, Annuities, Fees, Joyntures, Dowers, Fines, Wills, Uses, Intails, Fines for Alienations, Intrusions, Arrearages of Rent and of, and from all and every other Charges, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, or done by the said *A.B.* **And also**, If the said *A.B.* and his Assigns, and all, and every other person, or persons, lawfully having or claiming any Right, Estate, Title, Interest, or demand, in, and to the Premisses, or any part thereof, by, or from the said *A.B.* or his Assigns, at all times hereafter, and from time to time, upon the reasonable Request, and at the costs and charges of the said *C.D.* his Heirs or Assigns, do make, knowledge, and suffer to be made, done, and knowledged, all, and every such lawful and reasonable Act and Acts, Demise, and Demises, thing, and things of Assurance in the Law whatsoever, with Warranty against the said *A.B.* and his Heirs, as shall be reasonably devised, or advised, for the further, better, and more perfect assurance, sure making, and conveying of the said piece of Land and all other the Premisses, by the said Deed granted unto the said *C.D.* his Heirs, and Assigns, to his and their own use, be it by Deed, or Deeds, &c. **That then**, &c.

Recital of the Deed.

For further Assurance.

That the Bayliff of a Hundred shall duly execute his Office.

THE Condition, &c. That if the within bounden *R.C.* who is retained with the within named Sheriff, in the Office of one of the Bayliffs of the said Sheriff within the Hundred of *E.* in the County of *M.* within written. If he in the said Office, shall well behave himself, from the 28*th* of *S.* within written, untill the 28*th* of *S.* which shall be in the year of our Lord 1664. and shall faithfully by all that time, serve the said Sheriff, and *T.T.* Deputy Sheriff, and either of them in the said Office, and them the said Sheriff, and Deputy Sheriff, and either of them, their Executors, and Administrators, and every of them, from all and singular Arrests Summons, Executions, and the keeping of every Prisoner; and the Custody of all Prisoners whatsoever, to him, or any of his Servants, by the time aforesaid serving him, by the said Sheriff, or Deputy Sheriff delivered, and of and from all other charges, things, and process, by him the said *R.C.* or any of his Servants, which by the time aforesaid serving shall serve him, by reason

Recital of being retained as Bayliff.

Well to behave himself, and faithfully to serve and to indemnifie the said Sheriff, and under Sheriff.

ſon or colour of his Office or otherwiſe within the time aforeſaid done, to be done or executed againſt the Kings Majeſty, his Heirs, and Succeſſors, and alſo againſt every other perſon, or perſons whatſoever, ſhall keep indempnified. **And** if the ſaid *R.C.* or any for him, the Green Wax, or any other ſum of Mony, in charge with the foreſaid Sheriff, or any other Sheriff of the ſaid County, within the time aforeſaid contained and ſpecified within 6 weeks, after the coming of the ſaid Warrant or precept to the ſaid Sheriff, or Under-Sheriff, to the hands of the ſaid *R.C.* or his Servant, containing in it the ſaid Green Wax, and any other Sum of Mony, either within the Hundred of *E.* or within the liberty of the City of *L.* ſhall without fraud or guile, not only gather, levy, and receive. But alſo the ſaid Green Wax, and every other Sum of Mony, in charge aforeſaid, by him received, within the ſaid 6 weeks, without any demand made to the ſaid *R. C.* to the ſaid Sheriff, or Deputy Sheriff, or one of them, without all fraud or guile, ſhall pay. And if the ſaid *R.C.* or any other for him, or in his name, by reaſon, or colour of the ſaid Office, ſhall not within the time aforeſaid, do or ſuffer to be done, any Act or Acts, Thing and Things whereby the ſaid Sheriff, or Deputy Sheriff, or either of them, their, or either of their Executors, or Adminiſtrators, or any of them, by any ways or means in their Bodies, Lands, Goods, or Chattels, may be hurt, or damnified. **And alſo**, if as well the ſaid *R.C.* or any of his Servants, by the time aforeſaid, ſerving him the Warrants of the ſaid Sheriff, and Deputy Sheriffs, or either of them, ſhall well, faithfully, and honeſtly, by all the time aforeſaid, attend, and obey, and according to their power, fulfil and perform; **That then**, &c.

R.C. and Servant the Warrant of the Sheriff faithfully and honeſtly by all the time ſhall attend, obey, and perform according to their power.

For enjoying of Land for a Term.

Recital of the Conſideration and Demiſe.

THE **Condition**, &c. **Whereas** the above bounden *A.B.* for, and in conſideration of the Sum of 20*l.* of &c. to him the ſaid *A.B.* by the above named *C.D.* well and truly contented, and paid, the receipt whereof the ſaid *A.B.* hereby acknowledgeth, and thereof doth abſolutely diſcharge the ſaid *C.D.* his Executors, and Adminiſtrators, by theſe preſents, *Hath* demiſed, granted, aſſigned, and ſet over, unto the ſaid *C.D.* his Executors, Adminiſtrators and Aſſigns, all that Cloſe, Incloſure, or parcel of Land, being part of the Farm, or Tenement of him the ſaid *A.B.* lying and being in *D.* aforeſaid, commonly called or known by the name of *H.* or by what other name the ſame is called or known, containing by eſtimation, 6 Ares, or thereabouts, whether more or leſs. **And alſo**, one Bay of Building, parcel of a Barn of the ſaid *A.B.* in *D.* aforeſaid, with an out-let thereunto adjoyning, with free, and full liberty, to threſh Corn in, and upon the boarded bay, or threſhing-floor, which is next adjoyning to the ſaid Bay, & out-let of the ſaid Barn, and now or late, in the tenure, and poſſeſſion of the ſaid *A.B.* or his Aſſigns; together, with all Ways, Waters, Gates, Stiles, Hedges, Fences, Ditches, Under-woods, to Fence the hereby demiſed premiſſes withall, & to and for all Tenantly uſes, profits, commodities, and advantages whatſoever. **To have and to hold**, the ſaid Cloſe, or parcel of Land, Bay, out-let and threſhing floor, or Bay of the ſaid Barn and all other the fore-demiſed

Premiſſes

premiſſes, which the Appurtenances unto him the ſaid *C.D.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt day of *S.M.* next, and immediately enſuing the date hereof; for, and during the term of 3 years, then next following, fully to be compleat and ended, under the yearly Rent of one Pepper-Corn, if it be lawfully demanded, for all Rent and Services whatſoever, and fully and freely diſcharged, or ſufficiently kept harmleſs from all other and former Bargains, Titles, Troubles, and Incumbrances whatſoever. **If therefore**, the above bounden *A.B.* his Executors, and Adminiſtrators, and every of them, do and ſhall from henceforth, during the ſaid Term of 3 years, permit and ſuffer the ſaid *C.D.* peaceably and quietly, to have, hold, uſe, occupy, and enjoy the ſaid Cloſe, or parcel of Land, Bay, out-let, and threſhing floor, and all other the Premiſſes, with the Appurtenances, without the let, hindrance, interruption, or diſturbance of him the ſaid *A.B.* his Executors, Adminiſtrators, or Aſſigns, or any other perſon or perſons whatſoever. **That then**, &c,

For quiet enjoyment without interruption.

A Condition upon a Sale of Land paſſed by Feoffment.

THE **Condition**, &c. That **whereas** the above bound M. and Keepers, &c. by their Deed of Feoffment, bearing date the day and year above written have enfeoffed, bargained, ſold, and delivered to the above-named *A.C.* and his Heirs for ever, one Garden, with the Appurtenances, now in the occupation, &c. and one Houſe or Kitchin, with a Yard adjoyning, with their Appurtenances, now in the proper Tenure and Occupation of the ſaid *A.C.* Situate in *G.* in the Pariſh, &c. containing ſuch lengths, and breadths, & lying within ſuch bounds and limits, as by their Deed of Feoffment aforeſaid, ſealed with their common Seal thereof, made to the ſaid *A.* plainly, and at large, may and will appear. If the ſaid *M.* &c. now be, and until, &c. be made to the ſaid *A.C.* and of his Heirs, of the Premiſſes, by the Feoffment aforeſaid ſhall be, and ſtand lawfully ſeiſed of the Premiſſes mentioned to be conveyed by the ſaid Feoffment, of a good, lawful, and abſolute Eſtate to them, and their Succeſſors, in Fee-ſimple, without any manner of Condition, or limitation, and have good and lawful right of ſuch an Eſtate to bargain, ſell, and aſſure the ſame to the ſaid *A. C.* his Heirs, and Aſſigns for ever. **And** *alſo*, if the ſaid *A.* his Heirs and Aſſigns, from henceforth ſhall, or lawfully and quietly may have, hold, occupy, and enjoy, the ſaid Garden-houſe, or Kitchin and Yard thereunto adjoyning, with their Appurtenances, and every part of the ſame, and the reverſion and reverſions thereof, for, and to the only uſe of the ſaid *A.* his Heirs and Aſſigns for ever, without any let, trouble, eviction, or Impediment of the ſaid *M.* &c. or their Succeſſors, and without any lawful let, trouble, or evictions of, or by any other perſon or perſons, by their means, Title, or procurement, other than by the means, or Title of that Leaſe made to *R.P.* which is ſpecified and mentioned in the Feoffment aforeſaid. **And**, if alſo the ſaid Premiſſes, and alſo the ſaid *A.C.* his Heirs and Aſſigns, and every of them from henceforth ſhall be, and ſtand clearly, and abſolutely acquitted, exonerated, diſcharged, or otherwiſe ſaved harmleſs, of, and from all and ſingular Bargains, Sales, Feoffments,

Recital of the Deed of Feoffment.

Condition.

To be ſaved harmleſs from former ſales.

Grants, Leaſe, Annuities, Amerciaments, Forfeitures, Eſtates, Titles, Charges, and Incumbrances whatſoever, heretofore had, made, or done, or hereafter to be had, made, or done by the ſaid *M. &c.* or their Succeſſors, or by the late Keeper, and Commonalty of Free-men of the Craft or Myſtery of *B.* of the City of *L.* other than only the ſaid Leaſe made to the ſaid *R. P.* as aforeſaid. **And further**, If the ſaid *M. &c.* and their Succeſſors, upon the reaſonable requeſt and coſts and charges in the Law, only of the ſaid *A.* his Heirs, Executors, or Aſſigns, from time to time, at all reaſonable and convenient times during 5 whole years now next enſuing, do and ſhall make all and ſingular ſuch other and further reaſonable conveyances, and aſſurances of and for the Premiſſes, to be had conveyed, and made ſure from them, and their Succeſſors, to the ſaid *A.* his Heirs and Aſſigns, for the only uſe of the ſame *A.* his Heirs and Aſſigns, as by the ſaid *A.* his Heirs or Aſſigns, or his or their Learned Council ſhall be lawfully, and reaſonably deviſed, or adviſed, with warranty only againſt the ſaid *M. &c.* and their Succeſſors, or otherwiſe without warranty: **That then**, *&c.*

For further Aſſurance a Council ſhall adviſe with Warranty only againſt M. *&c. Or without Warranty.*

Another like Condition.

THE Condition &c. That **whereas** the above bounden *S. M.* heretofore by his Poll-Deed bearing date, &c. hath bargained, and ſold, given, and granted to the above named *R. F.* and to his Heirs, for the only uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever, all thoſe two Meſſuages, or Tenements with their Appurtenances in the ſame Deed mentioned, now or late in the ſeveral Tenures of &c. ſituate &c. within the meets, and bounds there expreſſed, As by the ſaid Deed, whereunto reference being made, more plainly will appear; If the ſaid *R. F.* his Heirs and Aſſigns, from henceforth for ever, &c. ſhall or lawfully may, have, hold and enjoy the ſaid two Meſſuages, or Tenements, and all other Hereditaments, with their Appurtenances, granted to the ſaid *R.* and his Heirs, by the Deed aforeſaid, and have, take, receive, and enjoy the Rents, Iſſues, and Profits thereof, to the only uſe of the ſaid *R.* his Heirs and Aſſigns, from time to time, and at all times, without any let, impediment, eviction, charge, or incumbrance thereof, or of any part thereof by reaſon of any former Eſtate, Act or Thing, Right or Title whatſoever, done, had, or grown, before the ſaid Eſtate of the ſaid &c. except the old accuſtomed Rents, and Services hereafter to grow due to be paid and done to the chief Lords of the Fee thereof **And alſo**, one Leaſe which the ſaid *S.* by Indenture, dated &c. hath made of one of the ſaid Meſſuages, &c. for the term of 21 years to *C. B.* and for the yearly Rent of 10*l.* therefore yearly to be paid during the ſame Leaſe. **And alſo**, except moreover one other Leaſe with the ſaid *S.* by Indenture dated &c. hath made of the other of the ſaid Meſſuages with the Appurtenances to *W. N.* for the term of 21 years, and for the yearly Rent, &c. therefore yearly to be paid during the ſame Leaſe. **That then**, &c.

Recital of Deed-Poll.

For lawfull enjoyment.

And receive the Rents, &c. without Incumbrance of any former Eſtate, &c. except the old accuſtomed Rent.

A

A Condition that (in case of Divorce or separation) the Man and Wives Friends, shall not intermeddle one with another.

THE Condition of this Obligation is such, That whereas, there is, or, with as much expedition as may be, there shall be by sentence Definitive, a Divorce, or Separation passed, and had between the within named *R.P.* and *J.* now his Wife, by both their assents, If therefore the said *J.* doth from time to time and at all times hereafter, quietly permit and suffer the said *R.P.* to live, continue, remain, and be Frank, and free, from and against the said *J.* at and according to his own will, liberty, discretion, and pleasure and that in such place and places, and with and in the company of such person and persons, as he the said *R.P.* shall think most meet and convenient, without Cohabitation, Intermedling, Molestation, or Contradiction of the said *J.* or any other by her assent or procurement. And if also, the said *J.* or any other person or persons by her assent, means, or procurement, do not at any time hereafter neither in word, nor deed nor by any other way, or means whatsoever, either directly, or indirectly, disquiet, molest, vex, defame, hurt, or trouble the said *R.P.* nor challenge nor make any Title, Claim, Intermedling, or Demand to or for the said *R.* or to, or for any such Goods, Implements, Houshold-stuff, or any other thing whatsoever, that he the said *P.* or any other for him, or to his use at any time hereafter shall have or be in possession of: (†) neither ask, demand, or Recover of, or against the said *R.P.* his Executors, Administrators, any manner of allowance, or other thing whatsoever, for to towards the Diet, Meat, Drink, Apparel, Sustaining, or Lodging, of the said *J.* That then, &c.

Recital of the Variance.

The Wife not to molest the Husband, nor challenge, or make claim to any of his Goods and Chatels, &c. nor demand or recover any allowance.

Memorandum, *That the last clause from the mark (†) is to be left out in the Nuns Obligations made to the Womans Friends.*

That a Woman divorced shall not make Claim to her Husbands Lands, or Goods.

THE Condition, &c. whereas, Variance and Debate hath heretofore been depending, and risen between the above named *A.B.* & the above bounden *C. D.* and of late in the suit before the Reverend Father in God, the Lord Bishop of *D.* for and concerning a supposed marriage between them had. And whereas, also the same Variance by sentence given in due form of the Ecclesiastical Laws of this Realm, by, and before the said Bishop is now decided, And the said *A.B.* & *C.D.* Divorced in such orderly manner. And whereas also, the said *A.B.* in consideration of such Divorcement, and end of the said debate, hath, as well entred into Bonds, to the above bounden *E.F.* for the use of the said *C.D.* for the payment of &c. for her perferment and

Recital of the Variance.

Of Bond entred into by A. B. to E. F. for the use of C.D.

& maintenance payable & at the days to come; **And alſo**, the ſaid *C.D.* hath Sealed and delivered unto the ſaid *A.B.* a general Acquittance, and Releaſe of all Debts, Duties, Claims, Rights, Joyntures, Dowers, and Demands which ſhe hath, may, might, or ought to have, Claim, or Demand, of, by, from, or to, the ſaid *A. B.* or by the death of the ſaid *A.B.* as by the ſaid Releaſe more plainly appeareth. **If therefore** the ſaid *C.D.* by her ſelf, or by any other perſon or perſons for her, or by her Conſent, Act, Deed, or Procurement, do not moleſt, vex, ſue, implead, or cauſe to be vexed, ſued, impleaded, troubled, or otherwiſe diſquieted, or put to charges the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, at any time or times hereafter for any maintenance of living, Joynture, Dower, Meat, Drink, Cloathing, nor for any Lands, Tenements, Hereditaments, Goods or Chattels of the ſaid *A. B.* nor for any part or parcel thereof, nor whereof the ſaid *A.B.* at any time hereafter ſhall be ſeiſed or poſſeſſed, or any other perſon or perſons to the uſe of the ſaid *A.B.* nor any part or parcel thereof, nor for any other Cauſe, Treſpaſs, Contract, Demand or matter whatſoever from the beginning of the world until the day of the date hereof. **And alſo**, if the ſaid *C.D.* any time or times hereafter, do not challenge, Claim, or Demand, nor cauſe to be Challenged, Claimed, or Demanded, of the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, any Debt, Accompt, Duty, Maintenance, Joynture, Dower, Contract of Marriage, or ſolempnization thereof, or any other thing or things, or other Demands whatſoever, as Wife, or to be Wife of the ſaid *A.B.* nor as to him to have been eſpouſed, contracted, or ſolemnized. **And alſo**, if the ſaid *C. D.* from time to time, and at all times hereafter, upon the reaſonable requeſt, Coſts, and Charges in the Law of the ſaid *A.B.* his Heirs or Aſſigns, ſhall acknowledge, ſeal, deliver, and execute unto the ſaid *A.B.* his Heirs and Aſſigns, all and every ſuch, and the ſame further lawful and reaſonable Act and Acts, Aſſurance and Aſſurances, Writing, Sentences, and Decrees, Deeds and, Deviſes whatſoever, as well Spiritual as Temporal, for the full ſeparation, and diſſolution of all Contracts of Marriages. And of the clear diſcharge of the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, of, for and from all other Claims, Titles, Debts Duties and Demands whatſoever, by her, or by any other perſon or perſons by her appointment, act, deed, or procurement, at any time hereafter to be asked, Challenged, Claimed, Entitled, or Demanded of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, as wife to the ſaid *A.B.* or to him contracted, or for any other good cauſe, or Matter whatſoever from the beginning of the world until the day of the date of theſe preſents. And from all Dowers, and Titles of Dower and Joynture, by reaſon of the death of the ſaid *A.B.* ſhall be reaſonably deviſed, adviſed or required by the ſaid *A.B.* his Heirs, Executors, or Aſſigns, or by his or their Council Learned in the Law. **That then**, &c.

Releaſe or general acquittance from C.D.

Condition.

For further Aſſurances, &c.

As Council ſhall adviſe.

To make an Eſtate in Lands.

THE condition, That if the within bounden *A.B.* his Heirs or Aſſigns, or any of them ſhall before the Feaſt of, &c. make, aſſure, and convey unto the within named *C.D.* his Heirs and Aſſigns, or to ſuch perſon or perſons, and their Heirs, as he the ſaid *C.D.* his Heirs or Aſſigns ſhall nominate and appoint, **To have and hold**, to him the ſaid *C.D.* his Heirs & Aſſigns, or to the ſaid perſon or perſons, by him or them to be nominated, as aforeſaid for ever, a good, ſure, ſufficient, & indefeaſable Eſtate, in the Law, in pure and abſolute Fee-ſimple, without any Limitation or Condition, of and in all that his Meſſuage, Lands, Tenements, Fields, Cloſures, Paſtures, Yards, Orchards, Gardens, Moores, Moſſes, Commons, Turbaries, Woods, Waters, Ways, and Hereditaments whatſoever, parcel of the Inheritance of the ſaid *A.B.* in *L.* in the County of *L.* and at this preſent, and heretofore enjoyed and occupied by the ſaid *C.D.* or his Aſſignee or Aſſignees, as Tenant to the ſaid *A.B.* by Deed, Fine, Feoffment, Recovery, Releaſe with Warranty, or by any other good Conveyance and Aſſurance in the Law whatſoever, at the coſts and charges in the Law of the ſaid *C.D.* or his Heirs, as by the Learned Council of the ſaid *C.D.* his Heirs or Aſſigns, ſhall be reaſonably deviſed, or adviſed, the ſame Meſſuages, Lands, Tenements, and all other the Premiſſes with their Appurtenances, to be then, and at all times thereafter, clearly diſcharged of and from all former Bargains, Sales, Titles, Charges, Incumbrances, lawful Claims, and Demands whatſoever: **That then**, &c.

To aſſure.

As ſhall be adviſed by Council.

Diſcharged of all Incumbrances.

That Lands ſhall remain to the Obligors Eldeſt Son.

THE **Condition**, &c. That all the Lands, Tenements, & Hereditaments whereof the within bounden *A.B.* is, or at any time heretofore hath been ſeiſed, of any Eſtate of Inheritance, in poſſeſſion, uſe, or remainder, be already lawfully Entailed, or Aſſured the uſe of the ſaid *C.* and the Heirs-Males, of his Body lawfully begotten with Remainder, or Remainders over **And alſo**, if the ſaid *A.B.* hath not, nor at any time hereafter ſhall do, ſuffer, commit, or knowledge, or cauſe to be done, commited, ſuffered, or knowledged any Act or Acts, Thing or Things, Eſtate or Eſtates, Conveyance or Conveyances whatſoever, of, in, or concerning the ſame Premiſſes, or any part or parcel thereof, whereby the ſaid Eſtate of Entail ſhall or may be in any wiſe altered, changed or charged to any perſon or perſons, inheritable to the ſame, barred, or evicted, of or from the ſame, or any part or parcel thereof, other than ſuch Act or Acts, as Tenant in Tail is enabled to do by the Statute made in the 32*d* year of *H.* 8. late King of *England*, for the enabling of Tenant in Tail to make Leaſes. And other than making of a Joynture to his Wife only, or the Moiety of the Premiſſes for term of her life, and no longer: **That then**, &c.

Hath not nor do any Act to alter the Eſtate Tail otherwiſe than to enable Tenant in Tail by the Statute of 24 H. 8. to make Leaſes.

That

That 2 shall make a Lease to 2 or 3 Tenants:

THE Condition, &c. That if the within bounden *A.B.* and *C.D.* or either of them, their or either of their Heirs, do or shall upon reasonable request, therefore to be made (after the Feast of &c.) by the within named *E.F. G.H.* or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, to the said *A.B. C.D.* or either of them, their, or either of their Heirs, make a good sufficient Lease and Demise in writing of these 3 Messuages, or Tenements with the Appurtenances, situate and being in &c. now in the several Tenures or occupation of *R.B.* Gent. *J.W.* and *A.D.* or of their Assigns, or Under-Tenants, unto the said *E.F.* and *GH* their Executors, Administrators, and Assigns, for the term of 21 years to commence and begin from the said Feast day &c. and for the yearly Rent of 10*l.* and under such Covenants, & Conditions, as are used in like Cases; The same Premisses, to be then clear of all Incumbrances whatsoever: **That then**, &c.

To be clear of Incumbrances.

To make a General Release.

THE Condition, &c. That if the within bounden *A.B. C.D.* and *E.* his Wife, *F.G.* and *H.J.* of *L.* in the County of *S.* Clerk, and every of them, and the Heirs of every of them, from time to time, and at all times hereafter, before the Feast of P. next ensuing the date within written, upon reasonable request, and demand, unto them, or any of them, made, by the within named *R.S.* and *T.W.* their Heirs or Assigns, do make, seal, and deliver as their Deed, one such lawfull Accquittance or Release of all, and all manner of Actions, Suits, Quarrels, Judgments, Executions, and Demands, whatsoever they be, which they or any of them, their Heirs or Assigns, or the Heirs or Assigns, of any of them, had, have, might, or may have to sue, claim, or demand against the said *R.S.* and *T.W.* their Heirs or Assigns, for or by reason of any matter, or cause whatsoever, as by the said *R.S.* and *T. W.* or their Heirs, at the costs and charges in the Law, of them the said *R. S.* and *T. W.* or their Heirs, shall be reasonably devised: **That then**, &c.

That a Man shall not alien his House, but to the Obligee, he paying such a Sum of Mony.

THE Condition &c. That **whereas**, the within bounden *A.B.* and *M.* his Wife, in the right of her the said *M.* are, and at this present do stand seized, and possessed of, and in one Messuage or Tenement, with all and singular the Appurtenances, and certain Lands, and Hereditaments to the same belonging, set, lying, and being in *M.* in the County of *L.* now or late in the Tenure or occupation of *C.D.* Widow, Mother of the said *M.* and of one *J.G.* their, or either of the Heirs, Assigns, or under Tenants. If

Recital of the first.

therefore

therefore the said *A.B.* nor *M.* his Wife, nor either of them, do at any time hereafter, alien, bargain, sell, give, grant, assure, convey, or any otherwise put away the said Messuage, or Tenement, with the Appurtenances, nor any of the Lands or Hereditaments, to the same belonging, nor any part or parcel thereof, nor any part of their, or of either of their Right, Title, or Interest in, or to the same, or any part thereof, neither cause, procure, or suffer the same, or any part or parcel thereof, to be had, or put in Execution to any person or persons whatsoever, than only to the within named *G.H.* upon a clear absolute Sale, and Purchase to him, his Heirs and Assigns for ever, to be made by the said *A.* and *M.* of and in the aforesaid Messuage, or Tenement, with the Appurtenances, the same being then clear, free, and discharged of all Charges, Titles, Troubles, and Incumbrances whatsoever; he the said *G.H.* or his Heirs, paying unto the said *A.B.* and *M.* his Wife the Sum of &. **That then**, of &c.

Not to alien, bargain, or sell.

What to be paid for the Purchase.

To procure a Surety to Seal a Bond.

THE **Condition**, &c. That if the above bounden *A.B.* his Executors or Administrators, or any of them, do before the 10th day of *M.* next coming after the date hereof, procure, or cause one *C.D.* of *E.* in the County of *S.* Yeoman, to seal, subscribe, and as his Act and Deed, sufficient in Law, to deliver to the within named *L.M.* one Writing Obligatory already made, bearing date the day within written, whereunto the said *A.B* hath already subscribed, and hath sealed and delivered. **And**, wherein also the said *A.B.* and *C.D.* are named to stand joyntly, and severally holden and bound to the said *L.M.* in the sum of 100*l.* of lawful Mony of *England*, with Condition thereupon endorsed for the sure payment of 50*l.* of like currant Mony of *England*, payable as in and by the Condition of the said Obligation is limited and expressed. **That then**, &c.

To redeem a Pawn by a day or lose it.

THE **Condition**, &c. *Whereas* the within named *A.* hath received of the within bounden *C.D.* 2 pieces of Purple-coloured Velvet &c. safely to be kept with the said *A.B.* for assurance of the debt within written, *If therefore*, the said *A.B.* his Executors, or Administrators, do well and truly pay or cause to be paid unto the said *C.D.* his Heirs, Executors, or Assigns, the sum of 50*l.* for the redeeming of the said Velvet &c. in or upon the Feast day of *&c.* next ensuing the date within written, or for default of such payment of the said sum of 50*l.* at the time aforesaid, limited for the Payment thereof, if the said *C.D.* his Executors and Administrators, do and shal suffer the said *A.B.* his Executors and Administrators, peaceably to enjoy to his and their own uses the same Velvet *&c.* for the said debt: **That then**, *&c.*

Recital of the Goods for the assurance of the Debt.

Time of Redemption.

Peaceably to enjoy.

For

For payment of Mony to Orphans.

THE Condition &c. That if the within bounden *A. B.* his Executors, Administrators, or Assigns, or any of them, shall and do well and truly pay, or cause to be paid unto *C. D.* one of the Sons of *E. D.* late Cit. and *G.* of *L.* deceased, the sum of 200*l.* at such time, and when as, he the said *C. D.* shall accomplish, & be of the full age of 21 years, or be married, which shall first happen. And also, unto *G. D.* one other of the Sons of the said *E. D.* the like sum of 200*l.* at such time; and when as, he the said *G. D.* shall accomplish and come to the full age of 21 years, or be married, which shall first happen. And if it fortune any of the said Children to dye, or decease, before he, she, or they shall accomplish the said several Ages before mentioned, and in the mean time be not married. Then if the said *A. B.* his Executors, Administrators, or Assigns, or any of them, shall and do well and truly pay, or cause to be paid the said part or portion, of him, her, or them, so deceasing, equally to, and amongst the other surviving, at the several Ages aforesaid, or days of Marriage, which shall first happen as aforesaid: That then, &c.

In case of death.

To be paid to the surviving Children.

To deliver Evidences and perform Covenants, upon payment of a Sum of Mony to the Obligor.

THE Conidtion, &c. That if the above bounden *A. B.* his Heirs, &c. upon payment unto him or them, or any of them, the sum of &c. by the above named *C. D.* or his Heirs males, shall and do then after upon the reasonable request of the said *C. D.* or his Heirs, make, deliver, or cause to be delivered to the said *C. D.* his Heirs, Executors, or Assigns; all and every the Deeds, Escripts, and Writings, which are specified and expressed in a Schedule, annexed to an Indenture of Bargain and Sale of a Messuage and Lands in *M.* in the County of *L.* bearing date with these Presents, had and made by, and from the said *A. B.* unto the said *C. D.* And further also, if the said *A. B.* do then also deliver or cause to be delivered, unto the said *C. D.* or his Assigns, one Deed of Feoffment, now also made and delivered by the same *A. B.* unto the said *C. D.* of the Demises. And also well and truly perform all other Covenants, &c. in the same Indenture specified, which on the part of the said *A. B.* are to performed, &c. That then, &c.

What payable.

Delivery of Deeds had and made.

Also a Deed of Feoffment.

And perform the Covenants in the said Indenture.

To stand to an Award.

THE Condition, &c. That if the within bounden *A. B.* his Executors and Administrators, and every of them, do for his & their part and behalf well and truly stand to, and obey, perform, fulfil, and keep the Award, Arbitrament, Order, Decree, and Judgment of *C. D.* and *E. F.* Gent. Arbitrators indifferenty elected, named and chosen, as well on the part and behalf of the within bounden *A. B.* as on the part and behalf of the within named *G. H.* to arbitrate, award, order, judge, and determine of

of, for, upon, and concerning all, and all manner of Matters, Suits, Quarrels, Accompts, Reckonings, Claims, and Demands whatsoever, now depending, in variance betwixt the said Parties; by reason, or about, or concerning any matter, cause, or thing whatsoever, had, made, moved, or stirred between them, from the beginning of the World, until the day of the date within written. *So as* the same Award, Arbitrament, Order, Decree, Determination and Judgment, of the said 2 Arbitrators, of and upon the premisses, be made and given up by them, the said Arbitrators, in Writing, under their Hands and Seals, to each of the said Parties, at or on this side the day of, &c. next coming, after the date within written. **That then**, &c. *Submission.*

For default of payment of Mony at a day to enter upon, and hold a Field for certain years.

THe **Condition**, &c. That **whereas** the above bounden *A.B.* the day of the date above written, is indebted unto, & doth owe unto the above named *C.D.* the sum of &c. to be paid to the said *C.D.* his Executors, &c. upon the Feast of &c. **If therefore** it so be, That the said *A.B.* his Executors and Administrators, and every of them, do make default of the payment of the said sum of &c. contrary to the manner above declared; Then if the said *C.D.* his Executors, Administrators, or Assigns, shall and may peaceably and quietly have, hold, use, occupy, and enjoy, all that Close, Feild, or parcel of Land, commonly called or known by the name of &c. lying and being in *L.* in the County of *N.* above-witten, for and during the term of 7 years from the said Feast of &c. to be accompted, with the Appurtenances to the same belonging, without any Rent or demand to be answered or paid for the same, during the said Term: **That then**, &c.

Recital of the Debt. *For default of paymt.* *Then peaceably to enter during term, and enjoy without any Rent to be answered or paid.*

For payment of Rent, avoiding and not comitting of Waste.

THe **Condition**, &c. That **whereas** the above named *A.B.* hath before the ensealing hereof, demised, set, and to Farm-let, unto the above bounden *C.D.* one house situate in *E.* in the County of *N.* containing (by estimation) 8 Bays of Building; and a certain piece or parcel of Pasture-ground, near adjoyning to the said House, containing (by estimation) 3 Acres be it more or less, from the day of the date hereof, for the space, & for and during the full end and Term of 3 years from thence next ensuing, for and under the yearly Rent of 5*l.* of &c. to be paid at the Feasts of &c. by even and equal protions, or within 20 days next and immediately ensuing, after either of the said Feasts. **If therefore** the said *C.D.* his Heirs, Executors, or Administrators, or any of them, do well and truly pay, or cause to be paid, to the said *A.B.* his Heirs or Assigns, the said yearly Rent of 5*l.* in manner and form, as is above specified and limited: As also, at the end of the said term of 7 years, peaceably and quietly depart, and avoid, with his Wife, Children, Family, and Houshold, and every of them, from and out of the Occupation, Use, and Possession of the said House and Ground before demised; and leave the said House Tenantable, and in such, and as good

Recital of the Demise. *To depart and leave the House Tenantable, &c.*

good Reparations, he now findeth the ſame: And, in the mean while, do not commit waſte, or ſtrip in hedges or ground now let, to and with the ſaid Houſe. **That then**, &c.

To make an Eſtate in Fee-ſimple by a day

A.B *to make an indefeaſible Eſtate in Fee-ſimple, abſolute to the uſe of C. D.*

THE Condition of this Obligation is ſuch, That if the above bounden *A.B.* his Heirs or Aſſigns, do on this ſide, or before the Feaſt of &c. next enſuing the date of theſe preſents, make a good, ſure, perfect, and indefeaſible Eſtate in the Law, unto the above named *C.D.* his Heirs and Aſſigns, in Fee-ſimple, abſolutely without condition or limitation, to the only uſe and behoof of the ſaid *C.D.* his Heirs and Aſſigns for ever; of one Meſſuage or Tenement, called or known by the name of *G.* containing by eſtimation, 20 Acres, be it more or leſs, lying and being in the Pariſh of *R.* in the ſaid County of *L.* now or late in the Tenure or Occupation of *J.T.* his Aſſigns, or Under-Tenants, **And alſo**, if the ſaid Meſſuage or Tenement, and other the Premiſſes, and every part and parcel thereof, ſhall be at the making of ſuch Eſtate or Aſſurance unto the ſaid *C.D.* his Heirs and Aſſigns, diſcharged, and ſo from time to time continue diſcharged, of and from all manner of Tithes, Troubles, Charges, and Incumbrances whatſoever, had, made done, or ſuffered to be done by him the ſaid *A. B.* his Heirs or Aſſings, or by any other perſon or perſons whatſoever, lawfully claiming any Right, Eſtate, Title, or Intereſt, in or to the Premiſſes, or any part or parcel thereof: The Rents and Services from thence to be due to the Chief Lord or Lords of the Fee or Fees: And alſo one Annual Rent of 5*l.* granted to one *R. S.* for term of this natural life, only excepted and fore-priſed: **That then**, &c.

At the making and from thenceforth diſcharged of all Incumbrances.

The Rents and Services to the Chief Lord and the Annual Rent of 5 l. granted to R.S. *for life excepted.*

Not to claim a Dower.

THE Condition, &c. is ſuch, That if the within bounden *A.B.* late Wife & Relict of *R.B.* late of *C.* in the County of *N.* deceaſed, do not at any time during her natural life; nor any other perſon or perſons in or by her aſſent, conſent, means, or procurement, & under her Right, Title, or Intereſt attempt and ſeek by any Suit in Law or Equity, or by any other way or means, to get and recover for her, or for her uſe, any Dower, or Title of Dower, or poſſeſſion of, or in any Meſſuages, Lands, Tenements, or Hereditaments, whereof or wherein the ſaid *R.B.* had at any time, during his life, or at the time of his death, any Eſtate of Inheritance or Free-hold, or during the Coverture between the ſaid *R. B.* and *A.B.* **And** if the above named *W.D.* his Heirs and Aſſigns, and every of them; and all the ſaid Lands, Tenements & Hereditaments, wherein the ſaid *R.B.* is, or may be Dowable, by the Laws and Cuſtom of *England*, ſhall or may from time to time & at all times hereafter, during the natural life of the ſaid *A.B.* be ſaved and kept harmleſs by the ſaid *A.B.* upon reaſonable requeſt to her made by the ſaid *W. D.* in that behalf, of and from the Right and Title of Dower of the ſaid *A.B.* in the Premiſſes, or any part or parcel thereof, &c. **That then**, &c.

A. B. *nor any for her, or by her means by any Suit in Law or Equity, &c. or for her uſe recover any Dower, or Title of Dower, of any Lands her Huſband died ſeized of.*

A. B. *to keep* R. B. *harmleſs upon requeſt from her right of Dower.*

A

A Condition *to ſtand to an Award.*

THE Condition of this Obligation is ſuch, That if the above bounden Heirs, Executors, and Adminiſtrators, for their parts and behalfs ſhall and do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final end and determination of Arbitrators, indifferently elected and named as well on the part and behalf of the above bound as of the above named to Arbitrate, Award, Order, Judge, and Determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Bills Bonds, Specialties, Judgments, Executions, Extents, Quarels, Controverſies Treſpaſſes, Damages, and Demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed, or depending by or between the ſaid Parties or of them: So as the ſaid Award be made.

A *Counter Bond.*

THe Condition of this Obligation is ſuch, That whereas the above-named at the ſpecial inſtance and requeſt of the above bounden together with him the ſaid and is held and firmly bound unto in and by one Obligation bearing even date with theſe preſents, in the full ſum of pounds of lawful Mony of *England*, Conditioned for the true payment of of like lawful Mony unto the ſaid Executors, Adminiſtrators, or Aſſigns, on the day of next enſuing the date of the ſame recited Obligation; As by the ſame Obligation (relation being thereunto had) doth and may more fully and at large appear. *If therefore* the ſaid Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid Executors, Adminiſtrators, or Aſſigns, the ſaid Sum of of lawful Mony of *England* on the ſaid day of next enſuing the date of the ſame recited Obligations, in diſcharge of the ſame Obligation; *Then* this preſent Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Sealed and delivered in the preſence of

A Condition *to pay Mony at ſerval times.*

THE *Condition* of this Obligation is ſuch, That if the above bounden Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above named Heirs, Executors, Adminiſtrators, or Aſſigns, the full and whole Sum of, &c. of good and lawful mony of *England*, in manner and form following (That is to ſay) the ſum of, &c. part thereof on the day of, &c.

Then this Obligation to be void. But if Default be made in payment of any of the ſaid ſeveral and reſpective Sums of Mony above mentioned, or any part of any of them, on any the ſaid ſeveral and reſpective days or times of payment above limited, contrary to the true intent and meaning of theſe preſents; *Then* this Obligation to be and remain in full force and vertue.

Sealed and delivered
in the preſence of

A Condition, *Wherein* 3 *or more are bound.*

THE *Condition* of this Obligation is ſuch, That if the above bounden or any of them, their or any of their Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the above named Executors, Adminiſtrators, or Aſſigns, the full Sum of of good and lawful Mony of *England*, on the day of which ſhall be in the Year of our Lord, One thouſand ſix hundred
Then this Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Sealed and delivered

A

A Condition, *where Two are bound to Two.*

THE Condition of this Obligation is ſuch, That if the above bounden or either of them, their or either of their Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above named or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, the full Sum of good and lawful Mony of *England*, on the day of

Then this Obligation to be void; Or elſe to remain in full force.

Sigillat. & deliberat.

A Condition *to perform Covenants.*

THE Condition of this Obligation is ſuch, That if the above bounden Executors, and Adminiſtrators, ſhall and do well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments, Conditions, and Agreements whatſoever, which on the part and behalf of the ſaid Executors, and Adminiſtrators, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid, and kept, compriſed or mentioned in bearing even date with theſe preſents made or expreſſed to be made between the ſaid of the one part, and the ſaid of the other part in all things according to the true intent and meaning of the ſame

Then this preſent Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Certificates, or Testimonials.

An Indenture testifying the payment of a Sum of Money according to a Condition contained in a Deed of Feoffment for the making void of the same Feoffment.

Recital of the Deed Feoffment.

THis Indenture Witnesseth, That whereas heretofore *I.W.B.* then of *H.* in the County of, *&c.* Gent. by my Deed Indented bearing date the 12*th* day of *S.* in the 13*th.* year of K. *C.* 2. did Enfeoff my Brother *J.B. J.B.* and *R.G.* Husbandmen, and one *N.L.* Gent. deceased, of and in all that my Moiety of the Mannor of *H.* with the Appurtenances in the County of *H.* with all those my Lands, Tenements, Rents, Reversions and Services, being parcel of the said Mannor of *H.* or thereunto belonging. And all other my Messuages, Lands, Tenements, Rents, Reversions, Services, and Hereditaments in *H.* aforesaid, to such use and uses as in the said Feoffment are specified, with this *Proviso*, notwithstanding, That if I the said *W.B.* or mine Heirs at any time hereafter should pay or tender to pay to the said *J.B. N.G. J.B* and *R.G.* or to any of them, or to the Heirs of the Survivor of them, 10*l.* of *&c.* then declaring, or to them signifying mine intent then to be, to have any of that my Moiety of the Mannor aforesaid, and all and singular the Premisses in mine Old Estate; That then immediately, and from thenceforth my said former Writing, Deed and Feoffment, should be void and of no force, any thing in the same to the contrary notwithstanding; As by the same former Deed indented more plainly may appear. Now be it known, That I the said *W.B.* minding to make the said former Deed indented, and Feoffment aforesaid clearly void, have for that purpose according to the tenor of the said *Proviso* paid to the said *J.B.* the day of the date of these Presents, 10*l.* of, *&c.* then declaring and signifying. And by these presents now declare and signifie to my said Feoffees now living, & to every of them, that my intent then at the payment of the said 10*l.* was, and now is, to have again that my moiety of the Mannor aforesaid, and all and singular the Premisses in mine old Estate (that is to say) in such Estate as I had thereof before I made the said former Deed; And that now from henceforth the said former Writing, Deed, and Feoffment, shall be void. *And* I the said *J.B.* do acknowledge, that I had and received the said 10*l.* at the hands of the said *W.B.* as aforesaid, and heard him declare his intention to be by the payment thereof as is aforesaid. And also, we the said *J.B. J.B.* and *R.G.*

Proviso.

R.G. do take notice thereof, and acknowledge our consent thereunto by these presents: To both parts whereof, as well I the said *W.B.* as the said *J.B.* *J.B.* and *R.G.* have set our Seals. *Given*, &c.

A Testimonial of the payment of a Sum of Mony according to a Proviso of Revocation.

TO all whom this present Writing shall come, and especially to *R.S.* of *R.* *E.S.* *H.S.* and *A.B.* in the County of *R.* Esquires; and *J.Q.* of *B.* Gent. As also to *T.S* Son and Heir apparent to *H* late deceased; and to all and every other person and persons, *We T.S.* of *S.* in the County of *L.* Yeoman, and *R.L.* of *S.* aforesaid, Yeoman, send greeting; **Know ye**, That we the said *T.S.* and *R.S.* party to these presents, have published, testified, and witnessed; And by these presents do publish, testifie and witness by this our Writing under our Hands and Seals, *That we*, and either of us were present within the Parish Church of *O.* in and upon the Feast-day of St. *John Baptist*, in the 19*th* year of the Reign of our Sovereign Lord *C.* the Kings Majesty that now is, when *E.S.* of *S.* Esq; did tender and pay unto *H.S.* of *A.* Esq; the full sum of 111*l.* of good and lawful mony of *England*, at or upon the Font-Stone standing within the said Parish Church of *O.* within the said County of *L.* of intent and purpose to reduce and revest the Inheritance of certain Lands & Tenements unto him and his Heirs, according to one *Proviso*, contained and specified in one pair of Indentures bearing date in or upon the 26*th* day of *A.* in the 13*th* year of the Reign of the said King. **In Witness** of which payment and receipt by the said *H.S.* then and there accordingly, we have hereunto subscribed, and set our hands and Seals the 29*th* day of *J.* in the 20*th* year of the Reign, &c.

Certificates or Testimonials concerning a Marriage.

TO all Christian People, *J.P.* Clerk Curate of the Parish Church of St. *D.* sendeth greeting: **Know ye**, That I the said *J.P.* by vertue of Authority made and granted in this behalf by the Right Reverend Father in God, *J.* by the Divine Providence Arch-Bishop of *C.* Primate and Metropolitan of *England*, Did Marry according to the Laws of Holy Church this present last day of *D. Anno Dom.* 1662. and in the 13*th* year of the Reign of our Sovereign Lord King *C.* 2. *T.C.* of the City of *C.* Gent. and *E.M.* Daughter of *G.M.* of *L.* in the County of *C.* Gent. deceased, in the Parish Church of St. *L.* in *L.* **In witness whereof**, &c.

A Testimonial *from Justices of the Peace, for Poor men who have had loss by Fire.*

TO all true Christian People, to whom this present Writing or Testimonial shall come to be seen, heard, or read, Sir *A.B.* Sir *C.D.* Knigh. and *E.F.* Esq; three of the Justices of the Peace within the County of *C.* send greeting. *Whereas* it is both godly and consonant to Christian Charity, in matters doubtful and ambiguous to certifie and report the truth; We have thought it our duty, at the earnest and lamentable Suit, and earnest Petition of our Loving Neighbours the bearers or bringers hereof, *G.H. J.K.* &c. to publish and declare unto your common knowledge, How that the 10*th* of *F.* last past between 2 and 3 of the clock in the morning, by Casualty and great mischance by Fire, as well their several dwelling-Houses, to the number of, &c. and all other Edifices and Buildings to every of their said dwelling-houses, belonging; And also all their Corn, and most of their several Goods and Houshold-stuff, were consumed, wasted, and burnt, to the great danger of the Bodies of them and their Families, and their exceeding great loss and impoverishment. And forasmuch as it is a Godly and Charitable Deed, to further, help and relieve such poor, needy, and miserable persons (being of honest name, fame, and conversation) as they who have suffered this great loss: And for that the Bearers hereof in the behalf of themselves and their Neighbours, are enforced by reason of their losses to seek for help and succor for their relief: And we knowing their Estate to be such as is premised, and moved with Commiseration of their sad Estate and Condition, Have therefore as much as in us lieth, given License unto them, and every of them, to make their repair from Parish-Church, to Parish-Church, and to every Parish-Church, and Chappel, Town and place within the County of *C.* to ask, receive, and take the Charitable Devotion and Benevolence of all good and well disposed people, towards the Recovery of their said great Losses. And our request further is, That you and every of you, to whom they shall repair, do extend your lawful Favour unto them, permitting them without your denial, to execute the Tenor of this our License, desiring all Ecclesiastical Persons to whom these distressed persons shall make their address in this behalf, to declare the Tenor hereof to their Parishioners in every of their Parish Churches and Chappels on the *Sabbath* days, or other Festival days exhorting them to extend their Charity in this behalf; and those whom it concerns, to aid and assist them in the collection thereof. In Witness &c.

CONFIRMATION.

A Confirmation *of a Leaſe which was in the nature of a Mortgage with a Releaſe of the Conditions, In conſideration of a further ſum paid by the Adminiſtratrix of the Mortgage.*

TO all Chriſtian People, to whom this preſent Writing ſhall come, *R. M.* of, &c. ſendeth greeting, &c. Whereas the ſaid *R. M.* by his Indenture under his hand and ſeal bearing date, &c. for the conſideration of, &c. to him paid by *P. S.* now deceaſed, Hath demiſed, granted, bargained, and ſold unto the ſaid *P. S.* all thoſe parcels of Land hereafter mentioned (*That is to ſay*) &c. To have and to hold, &c. for the Term, &c. under the Rent, &c. as by the ſaid Indenture to which relation being had, &c. Upon Agreement and Condition of Redemption by payment of the ſaid Sum of 40 *l.* with the ordinary Uſe or Intereſt for the ſame at a day long ſince paſt: which Moneys or any part thereof, were not paid according to the Agreement and Condition aforeſaid at the time prefixed, or at any time ſince. After the making of which ſaid Indenture, the ſaid *P. S.* died inteſtate; After whoſe death, Adminiſtration of all the Goods and Chattels of the ſaid *P.* at the time of his death was committed to *S. S.* the late Wife of the ſaid *P.* *And whereas* ſince the death of the ſaid *P.* (*viz.*) the day of &c. the ſaid *R. M.* received and had of the ſaid *S. S.* 60 *l.* of &c. over and above the ſaid 40 *l.* firſt paid by the ſaid *P.* as aforeſaid upon Agreement and Condition, That the ſaid Lands being forfeited upon the ſaid Condition broken as aforeſaid, ſhould be for ſecurity of the laſt 60 *l.* and alſo of the ſaid firſt 40 *l.* together with ſuch Intereſt and Damages as to the ſaid *S. S.* ſhould grow due, or that ſhe ſhould be occaſioned or put unto any way touching the ſaid Lands, or part thereof. And whereas at the preſent the ſaid *R. M.* is and ſtandeth indebted unto the ſaid *S. S.* the ſaid Sum of &c. principal debt, and other Moneys to her due Uſe for Intereſt of the ſaid Sum of, &c. and alſo in divers other Moneys for Charges of Suits expended by her touching the ſaid Lands, in all amounting to the Sum of, &c. beſides the ſaid principal debt of, &c. Now know ye, That the ſaid *R. M.* for and in

Recital of the Mortgage and of the Sum paid by the Adminiſtratrix.

Confirmation.

in consideration of the Sum of &c. which he the said *R.M.* doth owe and is indebted to the said *S.S.* as aforesaid, and according to certain Covenants and Agreements in the said Indentures, and other Assurances under the hand and seal of the said *R.M.* in that behalf, hath granted, demised, and confirmed, and by these presents doth fully and absolutely grant and confirm unto the said *S.S.* the said recited, demised Lands, and every part and parcel thereof, with the Appurtenances, and the said term of 300 years therein granted to the said *P.S.* as aforesaid. And the said *R.M.* doth by these Presents clearly and absolutely remise, release, and for ever quit claim unto the said *S.S.* all and every Condition; and all benefit and Advantage of Condition and right of Redemption whatsoever touching the Premisses, or any part thereof, **To have and to hold**, the said Lands with the Appurtenances unto the said *S.S.* her Executors, Administrators, and Assigns, from henceforth during all the rest and residue of the said Term of 300 years now to come and unexpired, under and for the said yearly Rent of one Pepper Corn, absolutely and without any Condition whatsoever. And the said *R.M.* doth Covenant and Grant to and with the said *S.S.* her Executors, Administrators, and Assigns, by these Presents, That she the said *S.* and her Executors and Assigns, shall and lawfully may hold, possess, and enjoy the said Lands and Premisses, and every part thereof, during the Term aforesaid without impeachment of Waste, and without any Let, Suit, Trouble, Denial, or Interruption of any person or persons whatsoever. **In Witness**, &c.

Release of the Condition.

Habend.

Quiet enjoyment.

Conveyances *and* Covenants *for ſettling of* Lands *by* Fine, Recovery, *&c.*

A Covenant *for a Recovery by a Writ of Right Patent in* London *to ſtrengthen a Leaſe where the Land is Intailed.*

BY Indenture tripartite, *&c.* made between *J. T.* of *L.* Widow, and *F. T.* of *L. &c.* on the one party; and *W.L.* and *W.B.* of *L. &c.* on the ſecond party; and *W.B.* Cit. and *M.* of *L.* on the third party [Reciting, That where the ſaid *J.T.* and *F.T.* by their Indenture of Leaſe dated, *&c.* following the recital to the end of the *Reddend.* as by the ſaid Indenture of Leaſe made between the ſaid *J.* and *F.* on the one party, and the ſaid *W.B.* on the other party, amongſt divers other Covenants therein contained, more plainly and at large it doth and may appear.] It is now fully covenanted, granted, concluded, conditioned, condeſcended, and agreed between the ſaid parties to theſe preſents, in manner and form following; That is to ſay, The aforeſaid *J.T.* doth by theſe preſents ſurrender to the ſaid *F.T.* her Eſtate in the ſaid Meſſuage, Garden, and Premiſſes, upon condition, that the ſame within 2 Months next after the date hereof, be lawfully aſſured to the ſaid *J.* for term of her life, without impeachment of Waſte, with the Remainder thereof, according to the tenor hereunder limited. And, the ſaid *F.T.* doth covenant, promiſe, and grant, for him, his Heirs, Executors, and Adminiſtrators, to and with the ſaid *W.L. W.B.* and *W.B.* and every of them, their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of every of them by theſe preſents, that for the better aſſurance of the ſaid *W.B.* his Executors, and Aſſigns, of, in, and to all the ſaid Capital Meſſuages or Tenements, and other the Premiſſes to him demiſed as is aforeſaid, for and during the ſaid Term of 21 years; The ſaid *F.T.* ſhall permit and ſuffer the ſaid *W.L.* and *W.B.* to purſue and bring the Kings Majeſties Writ of Right Patent out of the Kings Majeſties Court of *Chancery*, againſt the ſaid *F.T.* to be directed to the Major and Sheriffs of the City of *L.* upon which Writ of Right Patent according to the cuſtom of the ſaid City of *L.* for paſſing of Common Recoveries with Voucher, the ſaid *W.L.* and *W.B.* ſhall demand againſt the

Recital of the Leaſe.

Covenant.

ſaid *F.* the Capital Meſſuage and Tenement, and other the Premiſſes, by the name of one Capital Meſſuage, and one Garden, with the Appurtenances, ſituate, lying and being in *B.* Street near *B.* Gate of *L.* unto which Writ the ſaid *F.* by himſelf, or by his ſufficient Attorney ſhall appear, and upon defence, ſhall vouch over to Warranty, the common Vouchee, whereupon, Recovery, Judgment, and Execution may be had, according to the courſe and order of Common Recoveries, with Voucher uſed within the ſaid City. And it is by theſe Preſents Covenanted, granted, expreſſed, condeſcended, declared, and agreed between all and every the ſaid parties, that they the ſaid *W.L.* and *W.B.* and their Heirs, from, and immediately after Judgment and Execution, in form aforeſaid had, ſhall ſtand and be ſeized of all the ſaid Meſſuage, or Tenement and Garden, with the Appurtenances, and every part thereof; and alſo the ſaid Recovery thereof, ſhall be to the ſeveral uſes and intents hereafter, in theſe Preſents mentioned, and to none other uſe or intent; That is to ſay, to the uſe of the ſaid *J. T.* during her natural life, without impeachment of any manner of Waſte; and after her deceaſe, to the uſe of the ſaid *F.T.* and of the Heirs Males of his body lawfully begotten; And for default of ſuch Iſſue, to the uſe of *R. T.* Citizen, &c. and of the Heirs Males of his Body, lawfully begotten; and for default of ſuch Iſſue, to the uſe of *J.S.* and of the Heirs of the ſaid *J.* lawfully begotten; And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *F.T.* for ever, and to none other uſe; *In witneſs*, &c.

uſes.

An Indenture tripartite, for ſettling Lands upon a Marriage.

THis **Indenture tripartite made**, &c. Between *R.D.* of the firſt part, and *R.W.* of *W.* &c. of the 2*d.* part [then are 6 Feoffees of the 3*d.* part;] **Witneſſeth**, That for, and in conſideration of a Marriage, by the Grace of God, to be had, and ſolemnized between *W.D.* Son and Heir apparent of the ſaid *R.D.* and *E.W.* eldeſt Daughter, and one of the Heirs apparent of the ſaid *R.W.* and for, and in conſideration, that all and ſingular, the Mannors, Meſſuages, Lands, Tenements, Rents, Services, Annuities, Rectories, Parſonages, Advowſons, and Hereditaments of the ſaid *R.D.* may come, be, remain, and continue, to all and every perſon or perſons, to whom the ſame, or any of them hereafter are limited, of and in ſuch Eſtate under ſuch Proviſo, Condition, Limitation, Reſtraint, & Liberty, and in ſuch manner and ſort, as hereafter in theſe Preſents is likewiſe limited and ſpecified, according to the true intent, purpoſe, and meaning of the ſaid *R.D.* and alſo of the ſaid *R.W.* **It is Covenanted**, granted, concluded, and agreed by, and betwixt all the ſaid parties to theſe preſents, and every of them, with other by theſe preſents, doth Covenant, &c. in manner and form following (that is to ſay) **Firſt**, the ſaid *R.D.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant, promiſe, and

R.D. Covenants W.D. his Son ſhall Marry E.W.

and grant, to and with the said *R.W.* his Heirs, Executors, and Administrators, and to and with every of them, by these Presents, that before, or at the first day of *M.* next ensuing the day of the date of these presents, the said *W.D.* the Son, by the Grace of God shall marry, and take to his Wife the said *E.W.* if she the said *E.* will thereunto consent and agree, and the Laws Ecclesiastical of the Church of *England* the same will permit and suffer. And the said *R.W.* for him, his Heirs, &c. doth Covenant, &c. to, and with the said *R.D.* his Heirs, &c. and to, and with every of them by these presents, that she the said *E.W.* before, or at the first day of &c. by the Grace of God, shall marry, and take to her Husband, the said *W.D.* if the same *W.* will thereunto consent, &c. And moreover, the said *R.D.* for him his Heirs, &c. doth Covenant, &c. to, and with the said *R.W.* his Heirs, &c. that he the said *R.D.* now is, and at the time of the making and executing of the first Estate, which shall hereafter be had or made to the said *G.S.* &c. [then naming of the Feoffees,] of, and in all and singular, the Mannors, Lands, Tenements, and Hereditaments of the said *R.D.* according to the Covenants in these presents comprised, shall be sole seised in his own Right, and to his own use and behoof, as of Fee-simple, or Fee-tail general, or special, without any condition, or restraint of alienation, of, and in all that the Capital Messuage, or Mannor-house, with the Appurtenances in *H.* in the said County of *C.* commonly called the Hall of *H.* and of, and in all and singular Lands, Tenements, &c. to, & with the same Messuage, or Mannor-house, now or at any time heretofore, within the space of 40 years last past, usually occupied, and accepted, reputed, and taken, as the Demesn Lands thereunto belonging, set, lying, and being in *H.* aforesaid. And also of, and in one Water Corn-mill, with the Appurtenances in *H.* aforesaid, commonly called, &c. except the Estate of *K.D.* Mother of the said *R.D.* (then follow the grounds excepted) heretofore assured to, and for parcel of the Joynture of the said *K.* for term of her life; And also, except the Estate of one *R.D.* of, and in 9 Acres, or thereabouts, parcels of the Demesn of the said Mannor of *H.* which he holdeth for term of his life. And also, shall be sole seized in his own Right of, and in all that the Capital Messuage, or Mannor-house, with the Appurtenances in *B.* in the said County of *C.* commonly called the Hall of *O.* and of and in all and singular Lands, Tenements, and Hereditaments, to & with the same Messuages, now or any time heretofore within the space of 40 years last past, usually, &c. set lying, and being in *B.* aforesaid: And also, of and in one Water Corn-Mill, with the Appurtenances in *B.* aforesaid, commonly called, &c. And also, of and in all those his Mannors of *B.R.* and *W.* with their Appurtenances. And moreover, of and in all that his Moiety of the Mannor of *B.* with the Appurtenances, in the said County of *C.* And also, of and in the Reversion, and Reversions of all and singular the Messuages, Lands, Tenements, and Hereditaments, with their Appurtenances, heretofore, assured to, and for the Joynture, of the said *K.* Mother to the said *R.D.* for term of her life only, and expectant immediately upon the death of the said *K.* *And furthermore*, of and in all and singular other the Mannors, Messuages, Lands, Tenements, and Hereditaments of the said *R.D.* set, lying, and being in the said County of *C.* And the said *R.D.* for himself, his Heirs,

R.W. Covenants E.W. his daughter shall Marry W.D.

R.D. Covenants that he is seized.

Exceptions.

Heirs, &c. doth Covenant, &c. to and with the ſaid *R.W.* his Heirs, &c. and to and with every of them by theſe preſents, that all the ſaid Mannors, Meſſuages, Lands, &c. with the Appurtenances, covenanted to be aſſured, according to the true meaning of theſe preſents, now be, and ſhall remain and continue for ever, of the ancient yearly Rent of, &c. of lawful, &c. over and above all Charges and Repriſes. **And** the ſaid *R.D* for himſelf, his Heirs, &c. and every of them, doth Covenant, &c. to and with the ſaid *R.W.* his Heirs, &c. and to and with every of them, by theſe preſents, that all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Reverſions and Hereditaments, now void, or clearly diſcharged, from time to time, at all times hereafter, ſhall be well and ſufficiently ſaved harmleſs by the ſaid *R.D.* his Heirs, &c. of, and from all manner of former Bargains, Sales, Gifts, Grants, Alienations, Deviſes, Intails, Joyntures, Dowers, Uſes, Leaſes, Rent-charge, Rent-ſeck, Arrearages of Rents, Annuities, Recognizances, Statutes-Merchant, and of the Staple, Judgments, Executions and Conditions, Forfeitures, Intruſions, and of, and from all other Charges, Titles, Troubles, and Incumbrances whatſoever, heretofore had, made, or done, or hereafter to be had, made, and done, by the ſaid *R.D.* or by any other perſon or perſons, by his Act, Means, Conſent, or Procurement (except the Rents, Cuſtoms, and Services, henceforth to be due to the Chief Lord or Lords of the Fee, or Fees thereof.) **And alſo**, except the Dower and Title of Dower, of *M.* now Wife of the ſaid *R.D.* of, in, or to the Premiſſes, or any of them: *And* alſo except all and ſingular Leaſes not exceeding the term of three lives, or under; and all and ſingular Leaſes for the Term of 21 years, or under, whereupon the ancient and uſual Rents, or more, be reſerved, and ſhall continue payable during ſuch term, whereupon the ſame be reſerved to ſuch perſon, or perſons, to whom the Reverſion or Reverſions thereof, by theſe preſents are appointed. **And alſo** except one Leaſe, Demiſe, or Grant heretofore made by the ſaid *R.D.* to *T.D.* his younger Son, of one Meſſuage, with the Appurtenances in *B.* now, or late in the Occupation of *R.M.* and of the Lands, Tenements, and Hereditaments, to and with the ſame, uſually occupied for the term of 100 years, to begin immediately from, and after the death of the ſame *R.* if the ſaid *T.* ſo long ſhall live; whereupon, the yearly Rent of 20 *s.* 8 *d.* is reſerved, and yearly payable during that Term, to the ſaid *R.D.* and his Heirs. **And alſo** except one other Leaſe, Demiſe, or Grant heretofore made by the ſaid *R.D.* to &c. **And furthermore**, the ſaid *R.D.* for him and his Heirs, &c. doth Covenant to and with the ſaid *R.W.* his Heirs, &c. that he the ſaid *R.D.* before the ſaid firſt day of *M.* next following after the day of the date of theſe preſents (if the ſaid Marriage be had and ſolemnized) by his ſufficient Deed indented, ſhall well and ſufficiently convey, and aſſure by Feoffment, where Feoffment may be lawfully made; and by other aſſurance ſufficient where Feoffment cannot be lawfully made to the ſaid *G.S. &c.* all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Reverſions, Services, Rents, and Hereditaments, to the only and ſeveral uſes, intents and behoofs, and under ſuch Proviſo, Condition, Limitation, Reſtraint and Liberty, as hereafter in theſe Preſents

Yearly value of the Land.

Diſcharge of Incumbrances.

Except.

R.D. Covenants (if the Marriage take effect to convey the Premiſſes to the Feoffees to the uſes after mentioned.

Presents be specified and limited, and to no other use, intent, or behoof, nor under any other Proviso, Condition, Limitation, Restraint or Liberty (that is to say) of and in the said Messuage, with the Appurtenances, called the Hall of *O.* and of, and in all the said Lands Tenements and Hereditaments, to & with the same Messuage, usually occupied and reputed; and taken, as the Demesn Lands belonging to the said Messuage as aforesaid: And also of and in the said Water Corn-Mill, called, &c. to the use and behoof of the said *R.D.* for and during all his natural life, without impeachment of Waste, and after his death, to the use and behoof of *M.* now Wife of the said *R.D.* for and during all her natural life, in name of part of her Joynture, and from and after her death, to the use and behoof of the said *W.D.* Son of the said *R.D.* for, and during all his natural life, without impeachment of Wast, and from and after his death, to the use and behoof of the said *E.W.* for, and during her natural life, and from and after her death, to the use and behoof of the Heirs Males of the Body of the said *W.D.* the Son, upon the body of the said *E.* lawfully begotten, or to be begotten, and for default of such Issue, to the use and behoof of the Heirs Males of the Body of the said *W.D.* the Son, lawfully begotten, or to be begotten and for default of such Issue, to the use of the Heirs Males of the Body of the said *R.D.* lawfully begotten, or to be begotten; and for default of such Issue, to the use of the Heirs Males of the Body of the said *J.D.* Father of the said *R.D.* lawfully begotten; and for default of such Issue, to the use of the right Heirs of the said *R.D.* for ever. *And* of, and in all those Messuages, Lands, &c. Situate, lying, and being in *B.* at *W.* aforesaid, in the several Tenures or Occupations of *R.W. S.W.* &c. (naming all the Tenants, then say) And the Rents and Reversions thereof to the use and behoof of the said *R.D.* for, and during his natural life, without impeachment of any manner of Wast; And after his death then to the use and behoof of the said *M.D.* now Wife of the said *R.D.* for, and during, &c. for, and in name of her full and perfect Joynture, and in full recompence of all her Dowet: And from and after her decease, then to the only use and behoof of the said *W.D.* and of the Heirs Males of his Body, upon the Body of the said *E.* lawfully begotten, or, &c. And for default of, &c. then to, &c. of the Heirs Males of the Body of the said *W.D.* begotten, and, &c. then to the use of the Heirs Males of the body of the said *R.D.* begotten; and for &c, then &c. of the Heirs Males of the body of the said *J.D.* the Father begotten, and for, &c. then, &c. of the said *R.D.* for ever. And that all and every Estate, Assurance, Conveyance, to be had or made as aforesaid, of all those Messuages, Lands, &c. with the Appurtenances in *B.R. W.B.* &c. in the said County of *C.* now or late in the several Tenures or Occupations of *W.B.* &c. (rehearsing all the Tenants names, then say) And of all the Rents and Reversions thereof, shall be to the only use of the said *R.D.* [running over the States aforesaid.] Provided always, That if it shall happen, the said *W.D.* Son of the said *R.D.* to die without Issue either in life, or Issue dead, or begotten, and not born of his Body, upon the Body of the said *E.W.* lawfully begotten, that then all and every the use and Estate before limited, to the said *E.W.* of all the said Messuages, Lands, &c. shall cease and be void.

The uses.

That all Conveyances shall be to the uses aforesaid.

Proviso, if the said W.D. die without issue on the body of E.W. Then the Estate limited to D.W. to be void, and then the Lands to be to other uses.

And

And that then, and from thenceforth, all the ſaid Meſſuage, &c. ſo to be limited as aforeſaid, ſhall be to the uſe of the ſaid *R. D.* for, and during all his natural life, without impeachment of Waſt: And from & after his death, to the uſe of the ſaid *W. D.* Son of the ſaid *R. D.* and of the Heirs Males of his Body, lawfully begotten: *And* for default of ſuch Iſſue, &c. **Provided alſo**, that the ſaid *M. D.* at all time and times, after the death of the ſaid *R. D.* within the ſpace of 3 Months next after, upon reaſonable requeſt to be made by the ſaid *W. D.* or by his Heirs Males, or by the ſaid *E. W.* or by any other perſon or perſons, to whom any of the ſaid Mannors, &c. are limited in Remainder as aforeſaid, at his, and their own coſts and charges in the Law, ſhall do and ſuffer, or cauſe, &c. all and every ſuch reaſonable Act, Thing and Demiſe, for the releaſing, extinguiſhment, and avoiding of all the Eſtate, and Title of Dower of the ſaid *M.* of, in, or to all and every of the ſaid Mannors, Meſſuages, Lands, &c. or any of them, as ſhall be reaſonably adviſed, or deviſed by the ſaid *W. D.* or his Heirs Males, or by the ſaid *E. W.* or by any other of the ſaid perſon or perſons before named, in Remainder as aforeſaid, or elſe all and ſingular, the ſaid uſe and Eſtate before in theſe Preſents limited to the ſaid *M.* as aforeſaid, ſhall utterly ceaſe, determine, and be void in the Law, any ſentence, clauſe, matter, or thing in the ſaid preſents, in any wiſe expreſſed or contained to the contrary in any wiſe notwithſtanding. But the ſaid *M.* ſhall not be compelled to travel out of the ſaid County of *C.* for the making of any ſuch Aſſurance as aforeſaid. And of & in all and ſingular, other the Mannors, &c. of the ſaid *R. D.* whereof no certain uſe is before in theſe Preſents declared, to the only uſe of the ſaid *R. D.* for, and during all his natural life, without impeachment of Waſt: And from, & after his death, to the uſe of the ſaid *W. D.* the Son, & of the Heirs Males, &c. *And* for default of ſuch Iſſue, to the uſe of the Heirs Males of the body of the ſaid *W. D.* the Son lawfully begotten, and for default of ſuch Iſſue, to the uſe of the Heirs Males of the Body of the ſaid *R. D.* &c. as aforeſaid. **Provided alſo**, and the true intent and meaning of theſe Preſents, and of all the ſaid parties to theſe preſents, is, that if the ſaid *W. D.* the Son, at any time, during the life of the ſaid *E. W.* or after her death, having any Iſſue Male in life, of his Body, upon the Body of the ſaid *E. W.* lawfully begotten, continuing in life, ſhall any time or times hereafter, by any open, publick, or overt Act or Deed, attempt, practice, or go about to bargain, ſell, exchange, grant, give, or convey all, or any of the ſaid Mannors, &c. to any perſon, or perſons, wherewith, or whereby the ſaid Mannors, &c. or any of them, may, or ſhall be diſcontinued, avoided, or altered in any other manner, than in theſe preſents is ſpecified, that then, and from thenceforth, all and ſingular, the Eſtate, Right, Title, Uſe, and intereſt of the ſaid *W. D.* the Son, attempting, &c. ſhall utterly ceaſe, &c. as though the ſaid *W. D.* the Son, were already dead. And that then, & from thenceforth, all and ſingular the ſaid Mannors ſo attempted, & ſo to be diſcontinued, &c. as aforeſaid, ſhall wholly come, be, and remain for and during all the natural life of the ſaid *W. D.* the Son, unto the next perſon and perſons, to whom the ſame, next after, in, and by theſe preſents before are limited and appointed, in ſuch and the ſame manner & ſort, as if the ſaid *W. D.* the Son were already dead, any Sentence, Clauſe, &c. here-

in

That M. D. after the Death of R. D. her husband, releaſt all her Eſtate and Title of Dower in the Premiſſes, or elſe the Eſtate limited to her to be void.

If W. E. having iſſue by E. W. go about to diſcontinue, &c. his Eſtate in the Premiſſes to ceaſe.

And then the Lands to come to the next perſon to whom the ſame were limited after the death of the husband, and the Feoffees to ſtand ſeiſed to his uſe as if the husband were dead.

in contained,&c. **And that then,** and from thenceforth,the ſaid *G.S.*&c. (naming the Feoffees) and their Heirs, and the Survivor of them, and his Heirs ſhall ſtand and be ſeized, of and in all and ſingular the ſaid Mannors, &c. ſo attempted,&c.to be diſcontinued,&c. to the uſe and behoof of ſuch perſon and perſons,to whom the ſame before, in theſe preſents,are limited and appointed,in ſuch and the ſame manner,&c.as if&c.were already dead. **Provided &c.** That it ſhall and may be lawful, to and for the ſaid *R.D.*at all and every time and times, during his natural life, **And** alſo to and for the ſaid *W.D.* the Son after the death of the ſaid *R.D.*at all and every time and times, during his natural life, to make ſuch and ſo many ſeveral Leaſes, Demiſes, or Grants, as either of them ſhall pleaſe, not exceeding the term of 3 lives, or 21 years, and from the time of the making of any ſuch ſeveral Leaſe,&c. of all and every, and of ſo many of the ſaid Meſſuages, Lands,&c. or ſuch or ſo many thereof, as any of them ſhall pleaſe (except the ſaid Capital Meſſuage, called the Hall of *H.* and the Demeſn Lands therewith uſually occupied,*O.*is excepted, &c. And except ſo many of the ſaid Meſſuage Lands,&c.as before are aſſigned,for the Joynture of the ſaid *E.W.* whereof the ſaid Tenement,with the Appurtenances,in the Tenure of the ſaid *R.L.*to be one as ſhall amount to the antient yearly Rent, of 10*l.*ſo as upon every ſuch Leaſe or Demiſe,there be duly reſerved ſuch and ſo much Rent yearly,or more,payable at two uſual Feaſts of the year,as by the more ſpace of 21 years, heretofore hath been reſerved and paid, ſo as the ſaid Rent may be paid yearly,during the ſaid term, accordingly in ſuch and the ſame manner and ſort, to ſuch perſon and perſons, to whom the Reverſion and Reverſions thereof, according to the ſaid ſeveral uſes before declared, ſhall appertain.) **Provided alſo,** and the true intent and meaning of all the ſaid Parties is, that it ſhall and may be lawful to and for the ſaid *R.D.* by his Deed or Writing under his Hand and Seal,ſubſcribed in the preſence of 4 perſons at leaſt,to grant,limit,and appoint,and to diſcharge any of the ſaid Premiſſes(except the Lands,&c.appointed for the Joynture of the ſaid *E.W.* with one Rent-charge, or yearly payment of 40 *l.* with clauſe of Diſtreſs yearly payable to ſuch Woman, as the ſaid *R.D.* ſhall hereafter take to his Wife, for and in the name of her Joynture, and for and during the natural life of every ſuch Woman :) And the true intent and meaning of all the ſaid parties,&c. This Clauſe is, that the Feoffees ſhall ſtand ſeized,& ſhall diſtrain according to ſuch Deed or Writing. **Then comes in a Proviſo, That** R.D. **may charge any of the Premiſſes, with an Annuity or Rent-charge, for any Son hereafter to be begotten. Provided likewiſe,** and the true intent,&c. That it ſhall and may be lawful to, and for the ſaid *R.D.*to charge any of the ſaid Premiſſes (except the ſaid Meſſuages, Lands, &c. before appointed for the Joynture of the ſaid *E.W.* with any Annuity, or Rent-charge of ſix pound thirteen ſhillings,&c. yearly payable at two uſual Feaſts in the year, to every of the Sons which he ſhall hereafter beget on the body of the ſaid *M.* now his Wife, or of any other Wife,or Wives, and of the ſame Annuity or Rent-charge, to make any Grant or Grants, by his Deed or Deeds, to every of his ſaid Sons hereafter,to be begotten with uſual and ſufficient clauſe or words of diſtreſs and ſum of Mony.

Power to make Leaſes for 21 years, or three lives of all the Premiſſes except, &c.

Reſerving the antient Rent.

That R.D. *may charge any of the Lands with a Rent-Charge of* 40 l. *per an. except the Lands appointed for the Joynture of* E.W.

Power for R.D. *to make Proviſion for his Sons.*

(*Nomine*

(*Nomine pœnæ*) for non-payment thereof, or of any part thereof, the same to be yearly paid at two or more Feasts in the year, at the will and pleasure of the said *R.D.* the same Annuity or Annuities, &c. to commence and begin only after the death of the *R.D.* & to have continuance severally, only for and during the several natural lives of the said several Son or Sons of the said *R.D.* so hereafter to be begotten. **Provided furthermore**, and the true intent, &c. That it shall and may be lawful to and for the said *W.D.* the Son, to charge any of the said Premisses (except the said Messuages, Lands, &c. before appointed) for the Joynture of the said *E.W.* with several Annuities, or yearly Rents, charges of the Sum of &c. for the several preferment of every of his younger Son or Sons, for and during the several natural life or lives of every such Son, with Clause of distress (*Nomine pœnæ.*) **Provided also**, and it is further concluded, &c. that if it happen the said *R.D.* to die, having at his death one only Daughter of his body lawfully begotten, the same Daughter not married before the time of his death, or one only Daughter being married in the life time of the said *R.D.* & any part of her Marriage-mony, at the time of his death unpaid, that then, and for the advancement and preferment of such Daughter, if the said *R.D.* by any Act, Deed, or Word, so shall appoint in his life time the said *W.D.* the Son, & the Heirs Males of his body, and for default of such Issue, then every other person intitled to have the possession of the said Capital Messuage, called the Hall of *H.* by virtue of any limitation, or by reason of any use declared in these presents, shall truly pay, or cause to be paid to such only Daughter, her Executors or Assigns, the full Sum of 40 *l.* of &c. yearly at, in, or upon the 20*th* day of *J.* and the 20*th* day of *D.* by even Portions, at or in the *South*-door of the Parish Church of, &c. the same payment to begin at such time as the said *R.D.* shall appoint; and, for default of such appointment at such of the said payable days, which shall first happen, after the death of the said *R.D.* & so to continue, until such yearly payment of 40*l.* shall amount and arise to such a Sum of mony, as will extend to pay to such only Daughter of the said *R.D.* as at the time of the death of the said *R.D.* shall be unmarried, the full Sum of 500 *l.* of &c. and also to continue until such yearly payment of the Sum of 40 *l.* shall amount and arise to such Sums of mony, as will extend to pay to such only Daughter of the said *R.D.* married in his life time, and any part of her Marriage-mony then unpaid, the rest and residue of all such Marriage-mony, as shall then remain unpaid, if such Sum of mony as the said *R.D.* shall have promised or Covenanted to be paid in Marriage with that only Daughter, do not exceed the Sum of 500 *l.* of &c. and if the said *R.D.* shall happen to have more than one Daughter at the time of his death, the same Daughters, or any of them not married before the time of his death, the same Daughters, or any of them being married, and her or their Marriage-mony in part, or in all unpaid, at the time of the death of the said *R.D.* (if the said *R.D.* by any Act, Deed, or Word, so shall appoint in his life time, that then for the advancement and preferment of every such Daughter, the said *W.D.* the Son, and the Heirs Males of his body, and for default of such Issue, then every other person then entitled to have the possession of the said Capital Messuage, called &c. by vertue of any limitation, or

Power for W.D. to make provision for his younger Sons.

Provision for the Daughters of R.D.

or by reason of any use before declared in these presents, shall truly pay, or cause to be paid to every such Daughter, her Executors and Assigns, the full Sum of, &c. yearly at, in and upon, *Ut supra*, the same payment or payments, to begin at such time as the said *R.D.* shall appoint; and for default of such appointment, at such of the said payable days, as shall first happen after the death of the said *R.D.* and are to continue until such yearly payment of 40 *l.* shall amount and arise to such Sums of Mony, as will extend to pay to every such Daughter of the said *R.D.* which before the time of his death shall not be married, the full Sum of 400 Marks of, &c. and also to continue until such yearly payment of 40 *l.* shall amount and arise to such Sums of Mony, as will extend to pay to every such Daughter of the said *R.D.* being married before the death of the said *R.D.* or any part or parcel of their or any of their Marriage Mony unpaid, the rest and residue of the said Marriage Mony, as shall then remain void, if such Sums of Mony as the said *R.* shall have promised or covenanted, to pay or give in Marriage, with such Daughter or Daughters, do not exceed the Sum of 400 Marks apiece. [The Proviso, for *W.D.* Daughters is to the same purpose.]

Power for R.D. *and* W.D. *to make any grant &c. for the assuring of the several sums of mony to their several daughters*

And it is fully agreed by, and between all the said Parties to these presents, that it shall and may be lawful, as well to the said *R.D.* as also to the said *W.D.* the Son, for the further assurance of the true payment of the said several Sums of Mony, to their the said several Daughters as aforesaid, to make any manner or manners of Grants, Annuities, or any Assurance or Assurances with such and so many Penalties, Distresses, Forfeitures of Sums of Mony, or otherwise liable unto the said Mannor of *H.* with the Appurtenances, as to either of them, or to either of their Council learned in the Law shall seem good, and the same to be of full force and effect in the Law, according to the Contents thereof.

The Portions for the Daughters of W D. *not to be levied during the life of* R. D. *nor till his Daughter be paid their portions.*

But the true intent and full purpose of all the said Parties to these presents, is of none of the said Portions of Mony to be limited or granted to any of the Daughters of the said *W.D.* shall be levied, or attempted to be levied, during the life of the said *R.D.* neither yet until such time, as all the said portion of Mony, to be levied to, and for these Daughter and Daughters of the said *R.D.* as aforesaid, be or may be fully satisfied and paid as aforesaid.

Power for R.D. *and* W.D. *(if they be taken Prisoner or cannot safely profess the Christian Religion without danger of imprisonment, &c. to any of the Premisses not exceeding the yearly value of* 10 *l. for their ransom and maintenance.*

Provided furthermore, and the true intent and meaning of these presents, and of all the said parties to the said presents is, That if the said *R.D.* or the said *W.D.* at any time hereafter, during their, or either of their lives, shall be taken prisoner in manner of Wars; or if the said *R.D.* or *W.D.* at any time hereafter, during their or either of their natural lives, may not, or cannot, in and with the sincerity and purity of Christian Conscience, openly and publickly confess and profess the blessed name of Christ Jesus, and the glorious Gospel safely and quietly within this Realm of *England*, without danger of their, or either of their lives, restraint of liberty, or loss of Goods or Chattels; that then, and in such case, it shall and may be lawful, as well to and for the said *R.D.* as also to and for the said *W.D.* for their, or either of their Redemption, Ransom, or Maintenance, absolutely or conditionally, to bargain, sell, give, grant, discontinue, alter, or change any of the said Premisses, to any person or persons, not exceeding the yearly value of 10 *l.* of yearly Rent

Rent of Aſſize, and not being Mannor-houſe, Demeſn-Lands, Miln or Milns, or the Appurtenances thereof, nor being any of the ſaid Meſſuage, Lands, &c. appointed for the Joynture, or increaſe of the Joynture, of the ſaid E. Any thing in the ſaid *Proviſoes* to the contrary notwithſtanding. Then next followeth: [Covenants, That R. D. and M. his Wife, will at any time hereafter, within 5 years, make a better Aſſurance of all the Premiſſes, at the coſts of the ſaid R. W. his Heirs, &c. being not compelled to travel out of the County for making thereof.] Provided laſtly, and the true &c. is, That if it happen the ſaid *E. W.* after Marriage between her, and the ſaid *W. D.* to dye; that then it ſhall and may be lawful to the ſaid *W. D.* the Son, after the death of the ſaid *R. D.* or to the ſaid *R. D.* during the life time of the ſaid *R. D.* to limit and appoint, to all and every ſuch Woman or Women, other than the ſaid *E. W.* as hereafter ſhall be Wife or Wives of the ſaid *W. D.* or to any other perſon or perſons to the uſe of ſuch Woman, any of the ſaid Premiſſes (except the ſaid Meſſuage called the Hall of *H.* and the Demeſn-Lands, therewith uſually occupied, and except the Lands appointed for the Joynture of the ſaid *M.* during her life) for or during her or their natural life or lives, for and in the name of her or their Joynture, ſo as the ſame exceed not the value of 100 Marks yearly. And it is further concluded, &c. and the true intent, &c. is that all and every Demiſe, Leaſe, Grant, Alienation, Charge, Appointment, Eſtate, Aſſurance, and Conveyance whatſoever, hereafter to be had, or made of the ſaid Mannors, &c. with their Appurtenances, or of any parcel thereof ſhall be, and that the parties to the ſame, and their Heirs, ſhall ſtand and be ſeized of the ſaid Mannors, &c. whatſoever in form aforeſaid, to be demiſed, leaſed, granted, aliened, charged, or appointed as before in the ſaid Preſents is declared, to ſuch only uſe, intent, purpoſe, and limitation, as is aforeſaid, during the continuance of every ſuch Leaſe, Grant, &c. according to the true intent, meaning, and effect, of theſe Preſents, and to none other uſe, intent, purpoſe, or limitation, any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding. In Witneſs whereof, the Parties aforeſaid, &c.

Power for W. D. if his Wife dye to limit any of the Premiſſes except, &c. to the uſe of ſuch other Women as he ſhall marry, for their Joynture.

All Leaſes, &c. To be made of the Premiſſes to be to the uſes before mentioned.

Covenants and Conditions, and Proviſoes in Conveyances, for ſettlement of Eſtates.

THis Indenture, &c. Between *R. M.* of, &c. of the one part, and *M. W.* widow of the other part, **Witneſſeth**, &c. That the ſaid *R. M.* doth Covenant, &c. that the ſaid Conveyances and Aſſurances, ſo to be had, made and executed, ſhall be, &c. and that the ſaid *F.* &c. and their Heirs, &c. ſhall ſtand and be ſeized of the Premiſſes, &c. to the ſeveral uſes, intents, and purpoſes, and under the Conditions, Proviſoes, Covenants, and Agreements hereafter in or by theſe preſents, ſet forth, limited, mentioned, or declared, according to the true meaning of theſe preſents, and to no other uſe, &c. that is to ſay, of all and ſingular the ſaid Mannor of *C.* with the Appurtenances, and of all the Lands, Tenements, Rents, Reverſions, Services, Hereditaments and Premiſſes, *Cum pertin.* in *C.* to the uſe of *R.* the Father, and *M.* his Wife, for and during the term of their two natural lives, and of the longer liver of them (without impeachment of waſte, during the life of *R.* only, and after the deceaſe of *R.* and *M.* his Wife, then to the uſe of *R.* the Son, and of the Heirs Males of his body; and for default of ſuch Iſſue, then to the uſe of the Heirs Males of the body of *R.* the Father *legit. procreat.* and for default, &c. to the uſe of the right Heirs of *R.* the Father for ever. *And* of the ſaid Mannor of *S.* and *G. M. Cum pertin.* and of all his Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes in *S.* and *G. M.* aforeſaid, to the uſe of *R.* the Son, until the day of the Solemnization of the ſaid Marriage; And after the ſaid Marriage ſolemnized then to the uſe of *R.* the Son, and the ſaid *A.* and of the Heirs Males of the body of *R.* the Son lawfully to be begotten; and for default, &c. then to the Father, and the Heirs Males of his body; and for default of ſuch Iſſue, to the uſe of the right Heirs of *R.* the Father for ever, and of the ſaid Mannor of *M.* with the Appurtenances, and of all the ſaid Lands, Tenements, Rents, Reverſions, Services, and Hereditaments in *M.* aforeſaid, with the Appurtenances, to the uſe of *R.* the Father for life, without impeachment of Waſte, and after his deceaſe, then to the uſe of *R.* the Son, until the ſaid Marriage had, and after to the uſe of *R.* the Son, and of the ſaid *R.* and of the Heirs Males of the body of the ſaid *R.* lawfully begotten, and to be begotten; and for default, &c. then to the Heirs Males of the body of *R.* the Father lawfully, &c. and then to the right Heirs of *R.* the Father: all which Premiſſes in *S.* great *M.* and *M.* aforeſaid limited and appointed, to be aſſured and conveyed to thoſe of *A.* are meant and intended to and for the Joynture of *A.* of the Mannor, Meſſuages, Lands, Tenements, and Hereditaments, of *R.* the Son, and of the ſaid Mannor of *C.* and *S. Cum pertin.* and of all and ſingular the ſaid Lands, Tenements, Hereditaments and Premiſſes, in *C.* and *S.* aforeſaid, *Cum pertinent.* to thoſe of *R.* the Father for life *Abſque impetitione vaſti*, and after to *R.* the Son and Heirs Males of his body, &c.

Limitation of uſes and Eſtate.

and then to the Heirs Males of the body of *R.* the Father, and then to the right Heirs of *R.* the Father for ever. **Provided always**, and it is concluded and agreed by and between the said parties to these present Indentures, for them and their Heirs, by these presents, that if the said *R. M.* the Father shall fortune to overlive the said *M. M.* his Wife, and do after intend to marry again; that then, and from thenceforth, it shall and may be lawful to and for the said *R. M.* the Father, at all times, during his natural life, to assign, limit or appoint such and so much of the said Mannor of *C.* with the Appurtenances, and of the said Lands, Tenements, Rents, Reversions, Services, Hereditaments, and Premisses in *C.* aforesaid (other then, &c.) *ut infra*, or the use thereof, as he the said *R.* the Father shall think convenient; so that the same exceed not the clear yearly value of 100 *l.* by the year, over all Charges and Reprises, to the use of any woman, who shall for time to come be his lawful wife at the time of his decease, for and during the natural life of any such wife, for and in the name of her Joynture; So that the Estate of such wife or wives be not made or occupied, to be without impeachment of Wast: And that from and after every such use, limitation, or appointment, so had or made, to, or of any such wife, all & every the said Assurances and Conveyances of the Premisses in *C.* aforesaid, so to be had, made, or executed, as is aforesaid, concerning such and so much thereof only, whereof any such assignment, appointment, or limitation, by virtue of this *Proviso*, shall be so had or made, shall be. **And** the said *F. L. &c.* and their Heirs, and the Survivors and Survivor of them; and his or their Heirs, shall stand and be seised thereof, to the use of such wife, for and during her natural life, according to the true meaning of such limitation, any thing in these presents contained, to the contrary thereof, in any wise notwithstanding. **And** after such Use or Estate ended or determined, then to the use of every such person and persons, and in such manner and form, and with such Remainders over, and under all and every such Conditions and Provisoes, as the same should have been, if no such limitation or appointment, by virtue of this Proviso had been made, limited, or appointed. **Provided also**, and it is likewise concluded and agreed by and between the said parties to this present Indenture, for them and their several Heirs by these presents, that it shall and may be lawful, to and for the said *R.* the Father, at any time or times during his natural life, by his Writing or Writings indented, under his hand and Seal, to assign, limit, or appoint the said Mannor of *S.* with the Appurtenances, and all the said Lands, Tenements, Hereditaments, and Premisses, in *S.* aforesaid, with the Appurtenances, or any part or parcel thereof to his younger Sons, or to any of them, at his pleasure, for and during the term of the natural lives, or of the natural life or lives of any of them, to and for their preferment in living, and after the decease of them, or any of them, to whom any such limitation shall be so made, then to the use of any woman or women, which shall be lawful wife or wives to any of them, at the time of his or their death, for and during the term of her or their natural life or lives, (so that the same be not made without impeachment of Wast) for & in the name of the Joynture of such wife or wives. **And** that from and after every such limitation or appointment so made, all and every the

Proviso for a second Life.

Liberty for preferment of younger Sons of the Father.

the ſaid Aſſurance and Conveyance of the Premiſſes in *S.* aforeſaid, ſo to be had, made, or executed, as is aforeſaid, concerning ſuch and ſo much thereof only, whereof any ſuch limitation or appointment ſhall be ſo had or made, ſhall be. And the ſaid *F. L. &c.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeized thereof, to the ſeveral uſe and uſes of every ſuch younger Son, wife or wives, to whom any ſuch limitation ſhall be ſo had or made, for and during his, or her, and their natural life and lives, according to the true meaning of ſuch limitation: any thing in theſe preſents, to the contrary thereof in any wiſe notwithſtanding. And after ſuch uſe or uſes, eſtate or eſtates, ended or determined, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch remainders over, uſes, and limitations: and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch Aſſignment, Appointment, or Limitation, by force of this Condition, had been thereof made or appointed. **Provided alſo,** and it is likewiſe covenanted, concluded, and fully agreed by and between the ſaid parties to theſe Indentures, for them and their Heirs by theſe preſents, that it ſhall and may be lawful to and for the ſaid *R. M.* the Father, by his Writing Indented, under his Hand and Seal, to aſſign, limit and appoint his Capital Manſion-houſe of *M.* aforeſaid, and the Lands and Tenements commonly accounted, uſed, or occupied his demeſn Lands to the ſaid Capital Meſſuage belonging or appertaining, to the uſe of the ſaid *M.* his now wife, for term of her natural life, reſerving and appointing the yearly Rent of 10 *l.* of lawful mony of *England*, to be paid for the ſame, from and after the death of the ſaid *R.* the Father, yearly, during the life of the ſaid *M.* at the Feaſt of the *Annunciation* of St. *M. &c.* by even portions, at the ſaid Capital Meſſuage of *M.* aforeſaid, to the ſaid *R. M.* his Son, and *A.* and the Heirs Males of the body of the ſaid *R.* the Son, lawfully begotten; and after to ſuch perſon and perſons, as by the Limitation aforeſaid, ſhall have the ſame Houſe and Demeſn; the firſt payment thereof to begin, at ſuch of the ſaid Feaſts as ſhall firſt happen, after the deceaſe of the ſaid *R.* the Father. And that from and after ſuch Limitation and Appointment ſo had or made, the ſaid Aſſurances and Conveyances ſhall be; and the ſaid *F. &c.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be thereof ſeized, to the only uſe of the ſaid *M.* and her Aſſigns, according to ſuch limitation, as ſhall be ſo had or appointed: So that the ſaid *M.* and her Aſſigns, do pay or cauſe to be paid yearly, during her life, the ſaid ſum of 40 *l.* in manner and form before mentioned, expreſſed and appointed; And after the death of the ſaid *M.* or of the determination of her ſaid Eſtate or uſe therein by any ways, then to the uſe of the ſaid *R. M.* the Son, and of the ſaid *A.* and the Heirs Males of the body of the ſaid *R.* lawfully begotten, and after to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch Remainders over, Uſes and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch Aſſignment, Appointment, or Limitation, by Force of this Proviſo, had been thereof made or appointed, any thing, &c. **Provided alſo,** and it is likewiſe concluded and fully

Liberty to aſſign Lands to his wife for life, under a yearly Rent, &c.

fully agreed, by and between the said parties to these Indentures, for them and their several Heirs, by these presents, where the said *R. M.* the Father, by one Indenture, tripartite, made between the said *R. M.* the Father of the one part, and *T. S.* Esq; of the second part, and the Right Honourable *S.* Kt. Chancellor of the Dutchy, &c. of the 3d part, bearing date the 18 *M. An.* 29. hath granted to the said *T. S.* one Annuity or yearly Rent of 100 *l.* by year, issuing out of the said Mannor of *C.* from the day of the date of the said Indenture, for and during the term of 10 years then next following, as by the said Indenture more fully and at large doth and may appear. The for the advancement and preferment of such Daughters of the said *R. M.* the Father, as shall not be married before the decease of the said *R.* the Father, the said *R.* the Son, and the Heirs Males of his body, and for default of such issue, such other person and persons, to whom the said Mannor of *C.* with the Appurtenances, shall or ought to come, after the decease of the said *R.* the Father in tail, according to the limitation of these presents, shall yearly, after the decease of the said *R.* the Father, and after the end of the said 10 years, pay, or cause to be paid the sum of 100 *l.* of lawful mony of *England*, yearly unto such of the said Daughters as shall not be married before the decease of the said *R.* the Father, until every such Daughter shall have received the sum of 200 *l.* apiece, for and toward her and their preferment in Marriage; or otherwise, the same to be yearly paid at the Mannor house of *C.* aforesaid, upon the Feast days of the *Annunciat.* and St. *M.* &c. by even portions: And, if it happen any default to be had or made of or in the said payment of 100 *l.* by year, as is aforesaid, that then from & after any such default, the said Assurances and Conveyances shall be in the said *F. L.* And, the said *F. L. P. W. T. M.* and *A. M.* and their Heirs, and the Survivors and Survivor of them and his and their Heirs, shall stand seised of all such part and parcel of the said Mannor of *C.* and of the said Premisses in *G.* (saving the Mannor-house and Park in *C.* aforesaid, with the Appurtenances) not exceeding the clear yearly value of 100 l. by year, as the said *R. M.* the Father, shall by writing under his hand and Seal, in his life time, or by his last Will and Testament in Writing express and appoint: To the use of every of the said Daughter and Daughters, which shall not be married before the death of the said *R.* the Father, until every of them, of the Issues & Profits thereof, and of such part of the said sum of 200 *l.* apiece as the said *R.* his Son, his Heirs or Assigns, shall before that time have paid, shall have received and had, or conveniently might have received and had the said sum of 200 *l.* of lawful mony of *England*, and after every such Estate and Use ended, then to the use of every such person and persons, and in such manner and form, and with such Remainders over, Uses, and Limitations, and under all and every such Conditions and Proviſoes, as the same should have been if no such Assignment or Limitation had been thereof made, any thing, &c. Provided likewise, and it is also Covenanted, &c. *Ut supra*, that it shall and may be lawful to and for the said *R. M.* the Father, at any time or times, during his life by his Writing Indenture to be made between him and any other person or persons, to Lease, Grant, and Demise any part or parcel of the Premisses, before time usually demised or leased (the said Lands,

For the preferment of Daughters, &c by R. the Father.

Liberty to make Leases of Lands usually letten.

Lands, Tenements, and Hereditaments in *S.* great *M.* and *M.* only excepted) to any perſon and perſons, at his pleaſure, ſo that every ſuch Leaſe and Grant be made of Lands and Tenements in poſſeſſion, and not in Reverſion, and ſo that no ſuch Leaſe or Grant be made without impeachment of waſt, nor any longer time than for 21 years, or 3 lives, from the date of every ſuch Leaſe, and ſo that upon every ſuch Leaſe, the old accuſtomed Rent or more be reſerved and yearly payable during the terms therein contained at the Feaſt days uſual, to ſuch perſon and perſons, to whom the uſe thereof is before by theſe Preſents limited, and that after every ſuch Leaſe to be made, the ſaid Aſſurance contained every ſuch parcel of the Premiſſes, as ſhall be ſo Leaſed, Granted, or Demiſed, ſhall be. **And** the ſaid *F. L. &c.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeized of all ſuch Lands, Tenements, and Hereditaments, leaſed to the uſe of every ſuch Leſſee or Grantee, according to the true meaning of every ſuch Leaſe ſo long, during the term in every ſuch Leaſe contained, as the ſaid perſon and perſons, to whom any ſuch Leaſe ſhall be made; or his Aſſigns, doth truly pay the Rent reſerved upon his ſaid Leaſe, at the days therein for that purpoſe mentioned, or within 20 days then next following, to him or them who ſhall have the uſe thereof in poſſeſſion; *And*, after the end of every ſuch Leaſe, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with ſuch Remainders over, Uſes and Limitations, and under all and every ſuch Conditions & Proviſoes, as the ſame ſhould have been, if no ſuch Leaſe, Aſſignment or Limitation, by force of this Proviſo had been thereof made, any thing before-mentioned, to the contrary thereof in any wiſe notwithſtanding.

Covenant for keeping the Son and his wife and Children, and in caſe of diſlike thereof, then to Leaſe a Tenement for that end.

And the ſaid *R. M.* the Father, doth further Covenant with the ſaid *M.* by theſe Preſents, that the ſaid *R.* of his own coſt and charges, from and after the ſaid Marriage, ſhall and will well and decently keep and maintain the ſaid *R.* the Son, and the ſaid *A.* and all ſuch Children as they ſhall fortune to have between them lawfully begotten: And ſhall alſo keep for the ſaid *R.* the Son, and the ſaid *A.* one Servant-woman, and two Servant-men, with ſufficient meat, drink, fuel, lodging. And ſhall alſo keep for the ſaid *R.* the Son 3 Geldings Winter and Summer, during the natural life of the ſaid *R.* the Father, if the ſaid *R.* the Son, and the ſaid *A.* ſo long ſhould fortune to live, and will ſo long accept the ſame. **And further**, that if at any time after the end of 5 years and 6 months, next after the date of theſe Indentures, the ſaid *R.* the Son, and the ſaid *A.* ſhall fortune to miſlike thereof, or ſhall better like to keep houſe themſelves, and will refuſe the allowance appointed unto them by this Covenant. *Then* the ſaid *R.* the Father, in conſideration thereof, and for the better maintenance, ſhall and will by his ſufficient Deed in Writing, Demiſe and Leaſe unto the ſaid *R.* the Son, one Meſſuage, Farm or Tenement in *C.* aforeſaid, now in the Tenure, Poſſeſſion, or Occupation of *J. B.* or of his Aſſigns, and was before late in the Tenure or Occupation of one *T. E.* or of his Aſſigns, with all the Lands, Tenements, and Hereditaments, thereunto belonging, or to or with the ſame heretofore uſually occupied, with all and ſingular the Appurtenances; *To have* to him the ſaid *R.* the Son, from the end of the ſaid 5 years and 6

months, next after the date hereof, or from the time that he ſhall refuſe the ſaid allowance as aforeſaid, for and during the term of the natural life of the ſaid *R.* the Father, the ſaid *R.* the Son, yielding and paying thereof yearly during the ſaid term to the ſaid *R.* the Father, the yearly Rent of 15 *s.* at the terms there uſual: **And**, that the ſaid Meſſuage or Tenement, after the ſaid Leaſe to be made, ſhall be and continue, during the life of the ſaid *R.* the Father, clearly acquitted, exonerated and diſcharged, or otherwiſe ſaved harmleſs, of all other Charges and Incumbrances had, made, done or ſuffered by the ſaid *R.* the Father, (the ſaid 5 *l* and 5 *s.* only excepted.) **Provided always**, and it is further agreed by and between the ſaid Parties to theſe preſents; *And* the ſaid *R. M.* the Father, doth Covenant and Grant, for himſelf, his Heirs, Executors and Adminiſtrators, to and with the ſaid *M. W.* her Executors and Adminiſtrators, that if it fortune the ſaid *R. M.* the Son to die, during the life of the ſaid *R.* the Father, leaving Sons between him and the ſaid *A.* lawfully begotten, then the ſaid *R.* the Father, ſhall by his Deeds indented, Sealed with his Seal, whereof the ſaid *R.* ſhall deliver or cauſe to be delivered the one part to the ſaid *M.* her Executors or Adminiſtrators, give, grant, limit and appoint unto every one of the Sons that ſhall happen to be begotten of the bodies of the ſaid *R.* the Son, and *A.* (except ſuch as ſhall be the Heir apparent of the ſaid *R.* the Son,) unto every of them ſeverally by his ſeveral Deed or Deeds indented, to be Sealed with his Seal, one Annuity or yearly Rent of 10 *l.* apiece; *To have and to hold* from the deceaſe of the ſaid *R.* the Son, for and during the life of every ſuch Son, iſſuing and going out of the ſaid Mannor of *C.* and of all the ſaid Lands, Tenements, and Hereditaments in *C.* aforeſaid (ſaving the ſaid Mannor-houſe of *C.* and the ſaid Park of *C.*) to be paid at the Mannor-houſe of *C.* aforeſaid, at the ſaid Feaſts of St. *M.* the Archangel, and the *Annunciat. &c.* by even portions: *And*, that he the ſaid *R. M.* the Father, ſhall in every of the ſaid Deeds further limit and appoint, that if it happen any default of payment to be had or made, of or in the ſaid ſeveral Annuities or yearly Rents, or any of them, that then the ſaid Eſtate ſhall be, and the ſaid *F. L. P. W. T. M.* and *H. M.* and their Heirs, and the Survivor of them, and his and their Heirs ſhall ſtand and be ſeized of, and in ſo much of the ſaid Lands and Tenements in *C.* aforeſaid, (except the ſaid Mannor-houſe of *C.* and the ſaid Park of *C.*) as ſhall be of the clear yearly value of 10 *l.* to and for every ſuch Son, to whom any ſuch Gift, Grant, Limitation or Appointment ſhall be ſo had or made, the ſaid Lands to be expreſſed and ſet out in every of the ſaid Deeds, in certainty: *To have and to hold* the ſame to the uſe of every ſuch Son, unto whom any ſuch default of payment ſhall be had or made, for and during the term of his natural life; and after the deceaſe of every ſuch Son, then to the uſe of every ſuch perſon and perſons, and in ſuch manner & form, and with all ſuch Remainders over, Uſes and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch new Aſſignment by virtue of this Proviſo had been made. **Provided alſo**, and it is likewiſe agreed, *And* alſo the ſaid *R.* the Father, for himſelf, his Executors and Adminiſtrators, doth further Covenant with the ſaid *M.* her Executors and Adminiſtrators, by theſe preſents, that if it fortune

Covenant for making Annuities to the Son of R. the Son.

Covenant for preferring the Daughters of R. the Son.

tune the ſaid *R.M.* the Son to die, during the life of the ſaid *R.* the Father, leaving Daughter or Daughters, between him and the ſaid *A.* lawfully begotten, That then the ſaid *R.* the Father ſhall and will by his Deed Indented, Sealed with his Seal, whereof the ſaid *R.* the Father ſhall deliver, or cauſe to be delivered, the one part to the ſaid *M.* her Executors or Adminiſtrators, grant, limit and appoint, that he the ſaid *R.* the Father, and every ſuch perſon & perſons, to whom the ſaid Mannor of *C.* with the Appurtenances, and the ſaid Premiſſes, in *C.* aforeſaid, ſhall or ought to come after the death of the ſaid *R.* the Father in tail, according to the limitation of theſe preſents, ſhall yearly after the end of the ſaid 10 years, mentioned in the ſaid tripartite Indenture, and after the time that the ſaid Sums of Mony limited and appointed to be paid to the ſaid Daughters of the ſaid *R.* the Father, ſhall or may be received, or run up, according to the true meaning, intent, and limitation aforeſaid, content and pay, or cauſe to be paid to every of the ſaid Daughters that ſhall happen to be begotten of the bodies of the ſaid *R.* the Son, and *A.* then living, the ſum of 100 *l.* apiece, for and towards their preferment and advancement, the ſame to be paid after the rate of 100 *l.* yearly, to every of them orderly, according to their ſeveral ages, at the Mannor-houſe of *C.* aforeſaid, upon the ſaid Feaſt days of the *Annunciat.* of, &c. and St. *M.* the Archangel, by even portions, until every ſuch Daughters ſhall have received 100 *l.* apiece. *And* that if it happen any default to be had or made, of or in the payment of the ſaid ſum of 100 *l.* apiece to every, or any of the ſa id Daughters, or any part thereof, that then the ſaid *F.L. &c.* and their Heirs, and the Survivor of them, and his and their Heirs, ſhall ſtand and be ſeized of and in ſo much Lands, Tenements, and Hereditaments in *C.* aforeſaid (whereof the ſaid Mannor-houſe and Park of *C.* aforeſaid, to be no parcel) as ſhall be of the clear yearly value of 100 *l.* to be likewiſe expreſſed and ſet out in the ſaid Deed in certainty, to the uſe of every ſuch Daughter of the ſaid *R.* and *A.* for and until ſuch time as every ſuch Daughter, of the Iſſues and Profits thereof ſhall have received and had, or might have received and had, the full Sum of 100 *l.* apiece, or ſo much thereof as ſhall be behind and unpaid at the time of any ſuch default, and for and towards her preferment and advancement as aforeſaid; And after to the uſe and uſes, of every ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch Remainders over, Uſes and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch new Limitation, by virtue of this Proviſo, had been thereof had or made. **And furthermore**, the ſaid *R.M.* the Father, doth Covenant, &c. to and with the ſaid *M.W.* her Executors and Adminiſtrators, that the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, in *S.* great *M.* & *M.* aforeſaid mentioned and appointed to be aſſured and conveyed to the uſe of the ſaid *R.* the Son, and *A.W.* for her Joynture as is aforeſaid, at the Sealing and Delivery hereof, are, and be of the clear yearly value of 100 *l.* over and above all Charges and Repriſes; And during the life of the ſaid *A.* ſhall remain and continue of the ſaid yearly value, any thing heretofore done, or hereafter to be done by the ſaid *R. M.* the Father, or any other by his means, conſent, or procurement, to the contrary notwithſtanding. *Nearly value*

Quiet enjoyment.

And, that the ſaid *A W.* and her Aſſigns, if ſhe over-live the ſaid *R.M.* the Son, by virtue of the ſaid Aſſurance to be made as is aforeſaid, ſhall or lawfully may have, hold, occupy and enjoy the ſaid Manſion, Meſſuages, Lands, Tenements and Hereditaments in *S.* great *M.* and *M.* aforeſaid mentioned, and appointed to be aſſured and conveyed to the uſe of the ſaid *A.* for her Joynture, as is aforeſaid, according to the form, intents, limitations, and meanings in theſe Preſents contained and expreſſed, quietly and peaceably, without any lawful let, trouble, or interruption of the ſaid *R.M.* the Father, his Heirs and Aſſigns, or any other, claiming by or from the ſaid *R.* the Father, or under his Eſtate (Leaſes made before the Feaſt of St. *M.* the Archangel, laſt paſt, for the term of 3 lives, or under, or 20 years or under) whereupon the accuſtomed Rents and Services, or more, are reſerved and payable yearly to the ſaid *R.* the Father, his Heirs and Aſſigns, during every ſuch term, contained in every ſuch Leaſe, and the ſaid Leaſe or Grants before in theſe preſents limited and appointed to be made of the ſaid Capital Meſſuage of *M.* and the Lands and Tenements commonly accounted, uſed or occupied, as Demeſn Lands, to the ſaid Capital Meſſuage belonging or appertaining, to the uſe of the ſaid *M.* wife to the ſaid *R. M.* the Father, for the term of her life, whereupon the yearly Rent of 40 *l.* is or ſhall be reſerved and payable as is aforeſaid, during the ſaid term, always excepted and foreprized. *Conſiderations.* **In conſideration** of which ſaid Premiſſes, the ſaid *M.W.* doth Covenant to pay to *R.M.* the elder 1000 *l.* of lawful Mony of *England*, in manner and form following, *viz.* 500 *l.* before or upon the day of the Marriage of *R.M.* the Son, and *A.* and 300 *l.* *&c.* and 200 *l.* *&c.* **In Witneſs**, &c.

An Indenture to lead the uſe of Recovery.

Conſideration.

A Covenant to ſue out a Writ of Entry in the Poſt by a day.

This Indenture, &c. between *A.B.* of *C.* *&c.* Gent. and *L. M.* *&c.* Gent. and *E.F.* of *G.* and *H.J.* of, &c. Gent. and *L. M.* *&c.* Gent. of the other part, **Witneſſeth**, That for and in conſideration of a good and perfect Aſſurance to be had and made of all and ſingular the Lands, Tenements, and Hereditaments hereafter in theſe Preſents mentioned; It is Covenanted, Granted, Condeſcended and Agreed upon and between the ſaid Parties by theſe Preſents mentioned. *And* the ſaid *A. B.* for himſelf, doth Covenant and Grant to and with the ſaid *E.F.* and *H.J.* their Heirs, &c. That he the ſaid *A.B.* ſhall and will before the Feaſt of, &c. next enſuing the date hereof, ſuffer the ſaid *E.F.* and *H.J.* to bring and ſue out of the Kings Majeſties Court of *Chancery*, one Original Writ of Entry upon the *Diſſeiſin* in the *Poſt* againſt the ſaid *A.B.* directed to the Sheriff of the County of *L.* returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at a certain day in the ſame Writ to be contained. In which Writ, the ſaid *E.F.* and *H.J.* ſhall demand againſt the ſaid *A.B.* all the Meſſuages and Lands called, &c. in the Tenure or Occupation of, &c. lying and being in, &c. and

that

that he the said *A.B.* to the said Writ shall appear before the said Justice at the day of the return thereof in proper person, or by Attorney lawfully Authorized in the Law; after which said appearance, the said *E.F.* and *H.J.* upon the said Writ shall declare against the said *A.B.* after which Declaration, the said *A.B.* shall make defence, and Vouch the common Vouchee to Warrant, and the said common Vouchee shall thereupon appear before the said Justices, and enter into Warranty in his own proper person, and after declare against him according to the nature of the same Writ, and the Vouchee shall imparle, and after such imparlance make default and depart in despite of the Court, to the intent that a good perfect Recovery and Judgment may be had against the said *A. B.* and so over against the Vouchee according to the Course of Common Recoveries in that case used, and Judgment and Execution thereupon had by the said *L. M. &c.* their Heirs and Assigns, against the said *A.B.* and all others, by, from, or under his Estate and Interest, and after such Recovery, Judgment and Execution had, from thenceforth shall stand and be seised of the said Messuages, Lands, and Tenements, and after the Premisses, with their Appurtenances before-mentioned, to the only proper use and behoof of the said *A.B.* his Heirs and Assigns, of a good and perfect Estate in Fee-simple, and to no other intent or purpose whatsoever. **In Witness**, &c.

For suffering a Recovery to make a Fee-simple.

This Indenture, &c. between *A.B.* of, &c. Esq; on the one part, and *C.D.* of, &c. Gent. and *E.F.* of, &c. Gent. and *G.H.* and *J. L.* on the other part, **Witnesseth**, That the said *A. B.* party to these Presents, is and standeth seized of an Estate of Inheritance in Fee-tayl general, *viz.* to him, and to the Heirs Males of his body lawfully begotten, with divers Remainders over, of, and in divers Mannors, Lordships, Parsonages, Tithes, Lands, Tenements and Hereditaments, with the Appurtenances, set, lying and being in the several Counties of *D.* and *S.* and hereafter more particularly named. *And* whereas the said *A. B.* is resolutely determined, to clear his said Mannors, Lands, Tenements, and the Estate and Title thereof, all former Estates and Uses, and Limitations of Uses and Estates, and Uses in Tail which have been thereof formerly made, to the intent and purpose, that the said Mannors, Messuages, Lands and Tenements, may be established unto the said A. *B.* and his Heirs for ever. And that the said *A.B.* may have a good and absolute Estate in Fee-simple of, and in the same; and also full Power and Ability of all the said Mannor, Lands, Tenements, and Hereditaments in these presents specified, to make Estates, and to limit uses thereof, according as it shall seem good unto him. **Now** therefore the said *A.B.* for the more sure and better performance of his intended purpose for himself, his Heirs, &c. and every of them, doth covenant, grant, conclude, condescend and fully agree, to and with the said *C. D.* and *E. F.* their Executors,

A Covenant to assure Lands by a day.

Executors, &c. and to and with every of them by these Presents, That he the said *A.B.* shall and will on this side, or before the Feast of, &c. next coming, by his sufficient Deed or Indenture inrolled on Record, or other his Deed of Feoffment in Writing under his Hand and Seal, by him the said *A.B.* in his own person, lawfully and perfectly to be executed; Give, grant, convey and assure unto them the said *C.D. &c.* and their Heirs, and the Survivor of them, and his Heirs, all and singular those his Mannors, Lordships, Lands, Tenements, Rents, Reversions, Services and Hereditaments, with all and singular their Appurtenances, lying and being in, &c. and the Reversion and Reversions, Remainder and Remainders of the same. *And* likewise all those his Mannors or Lordships of, &c. with all and singular their Appurtenances; To the intent and purpose only that they the said *C.D.* and *E.F.* and their Heirs, and the Survivor of them, may become perfect Tenant or Tenants of the Free-hold of the Premisses, so as lawful Recoveries with double Vouchers may be had by the said *G. H.* and *J. L.* or by the Survivor or Survivors of them against them the said *C.D.* and *E.F.* and their Heirs, or the Survivor of them and his Heirs, to, for, and according to the uses, intents, limitations, provisoes and agreements hereafter in these Presents limited, expressed, declared, or intended. And for the better and more perfect declaration of the use, uses, intent, purpose, meaning, cause and considerations, as well of the making of the said Indentures, or Deed of Feoffment indented, and the execution thereof: And also of the acknowledgings and sufferings of such said Recoveries so thereof covenanted, mentioned, or intended to be had and acknowledged as aforesaid. *The uses.* **It is further** covenanted, granted and fully agreed, by and between all the said Parties to these present Indentures for them and every of them, and for their and every of their Heirs, that the said Deed of Feoffment, Assurances therof before covenanted to be had and made of the said Premisses, unto them the said *C.D.* and *E.F.* and their Heirs, and the Survivor of them and his Heirs, shall be to the use of the said *C. D. &c.* and their Heirs, for and during, and until such time as they the said *G.H.* and *J.L.* and their Heirs, or the Survivor of them and his Heirs, shall and may without any fraud or covin, according to the ordinary course of common Recoveries, might have recovered the same Premisses against the said *C.D.* or their Heirs, according to the true meaning of these presents. **And further**, it is fully agreed by all the said Parties to these presents, That after such Recoveries had as is aforesaid, as well the said Feoffment and other Assurances, as also all such Recovery and Recoveries so to be had or suffered, of, and upon the said Mannors and Lordships, and other the said Messuages, Lands, Tenements and Hereditaments, and other the Premisses, or any part or parcel thereof, according to the true meaning of these presents, by and immediately after the suffering of the same, shall be and shall be adjudged, construed, and taken to be. **And also**, that they the said *G.H. &c.* and their Heirs, and the Survivor of them and his Heirs, shall stand and be seized of, for and touching all and singular the said Mannors and Lordships, and other the aforesaid Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments, and all other the Premisses, with all and singular

gular their Appurtenances, and every part and parcel thereof, whereof ſuch ſaid Recovery or Recoveries, ſhall be ſuffered, to and for the only uſe and behoof of the ſaid *A.B.* party to theſe Preſents, and his Heirs for ever, and to no other uſe, intent or purpoſe in any wiſe, any uſe, limitation of uſe, or other Conveyance or Aſſurance thereof formerly made, in any wiſe notwithſtanding. *And laſtly*, it is Concluded and Agreed between the ſaid parties; *And* the ſaid *A.B.* for him and his Heirs, doth Covenant and Agree to, and with the ſaid *C. D.* and *E.F.* by theſe Preſents, That if the ſaid Deed of Feoffment ſhall not, or be not perfectly made and executed in part or in all before the ſaid Feaſt of, &c. next coming, That then and from and after the ſaid Feaſt-day, the ſaid *A. B.* and his Heirs, and all other Perſon and perſons that now are, or before the ſaid Feaſt-day ſhall be ſeized of the ſaid Mannors, Meſſuages, Lands, Tenements, and other the Premiſſes, or any part thereof, for and in conſideration of the Advancement of the Blood and Iſſues of the ſaid *A.B.* as well Sons as Daughters; and for the intent perfect Recoveries may thereof, and of every part thereof, be ſuffered and had againſt the ſaid *C.D.* and *E.F.* or the Survivor of them, ſhall ſtand and be thereof, or of ſuch part thereof, whereof no ſuch perfect Execution ſhall be had to the uſe of the ſaid *C.D.* and *E.F.* and their Heirs, until ſuch time as ſuch Recovery or Recoveries ſhall or may be ſuffered and had; as is aforeſaid, and afterwards to the uſe of the ſaid *A.B.* and his Heirs for ever. **In Witneſs**, &c.

The uſes in caſe the Feoffment be not executed.

For the keeping of a Child for 10 *years, and in the end of the term to pay his Portion.*

THis **Indenture**, &c. between *A.B.* of *C.* in the County of *L.* Gent. of the one part; and *C.D.* of, &c. Gent. of the other part, **Witneſſeth**, That the ſaid *A.B.* for divers good cauſes and conſiderations, him thereunto moving, and eſpecially for and in conſideration of the Sum of, &c. unto him the ſaid *A.B.* by the ſaid *C. D.* at and before the enſealing and delivery of theſe Preſents, well and truly contented and paid, whereof and wherewith the ſaid *A.B.* doth acknowledge himſelf fully ſatisfied, contented and paid: Hath covenanted, &c. and by theſe Preſents doth covenant, &c. for him, his Heirs, Executors and Adminiſtrators, to and with the ſaid *C. D.* his Heirs, Executors and Adminiſtrators by theſe Preſents, That he the ſaid *A.B.* his Heirs, Executors and Adminiſtrators or Aſſigns upon his or their own proper coſts and charges, ſhall and will find & keep at School, or cauſe to be found and kept with ſufficient and wholſom meat, drink, cloaths, books, and lodging, one *O.D.* Son of the ſaid *C.D.* meet and convenient for him to have, from the day of the date of theſe Preſents, for and during the term and time of 10 years, from thence enſuing, fully to be compleat, ended, and determined, if the ſaid *O.D.* ſo long ſhall live, and at or in the end of the ſaid 10 years, ſhall and will repay unto the ſaid *C.D.* his Executors or Aſſigns, the ſaid ſum of, &c. of good and lawful mony of *England*. **Provided alwayes**

Conſideration.

allways, and it is covenanted, concluded, and fully agreed by and between the said parties to these Presents. *And* the said *A.B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *C.D.* his Executors, Administrators and Assigns, by these Presents; That if it please God to call the said *O.D.* out of this transitory life, before the expiration of the said term of 10 years, that then he the said *A.B.* his Heirs, Executors, Administrators or Assigns, or some of them, within one whole year, next after the day of the decease of the said *O.D.* shall and will repay, or cause to be re-paid unto the said *C.D.* his Executors, Administrators or Assigns, at one whole and entire payment, the said sum of, &c. without fraud, or further delay. **And also**, provided, and it is covenanted, concluded, and fully agreed by and between the said parties to these Presents, that if the said *C.D.* his Executors, Administrators or Assigns, at any time hereafter during the said term of 10 years, do, or shall mislike, or find fault with the keeping or finding of the said *O.D.* as aforesaid, and shall give notice or warning thereof unto the said *A.B.* his Executors or Administrators, that then the said *A.B.* his Executors or Administrators, within one whole year next after Notice given as aforesaid, shall and will re-deliver and pay, and cause to be re-delivered and paid unto the said *C.D.* his Executors Administrators or Assigns, not only the said Sum of, &c. in whole and entire payment: but also the said *G.D.* if he shall be then living. **And further** provided, and it is likewise covenanted, concluded, and fully agreed, by and between the said parties to these Presents, that if the said *A.B.* his Heirs, Executors or Administrators, do at any time hereafter during the said term of 10 years, mislike of the keeping, maintaining, and finding of the said *O.D.* as aforesaid; and not only give unto the said *C.D.* his Executors or Administrators, one whole years notice and warning of his or their such dislike: but also do at the end of the said year, well and truly pay or cause to be paid unto the said *C.D.* his Executors, Administrators or Assigns, at or in, &c. at one whole and entire payment, the said Sum of, &c. That then, and from and immediately after such notice, warning, and payment made of the said Sum of, &c. as aforesaid; he the said *C.D.* his Executors, Administrators or Assigns, shall and will disburthen and release the said *A.B.* his Heirs, Executors and Administrators, and every of them, not only of and from the finding, keeping, and maintaining of the said *O.D.* as aforesaid, but also of the said Sum of, &c. as if these presents had never been had or made, any thing before in these Presents mentioned to the contrary thereof in any wise notwithstanding. **And finally**, for the sure & true performance and accomplishment of all and singular the Articles, Covenants, Grants, and Agreements, above-recited, which upon the part and behalf of the said *A.B.* his Heirs, Executors or Administrators, are or ought to be observed, performed, fulfilled and kept, the said *A.B.* is contented to stand bound unto the said *C.D.* by his Writing Obligatory, dated with these presents, in the Sum of, &c. of good and lawful mony of *England*. **In Witness**, &c.

If the Child die within the term to pay back the Mony.

If C.D. do not like the keeping of the Child: within a year after not ce A. B. to re-deliver the Mony and the Child.

If A.B. do dislike, upon notice thereof and re-payment of the Mony C.D. to release him.

A.B. bound for performance of the Covenants. on his part.

For

For levying a Fine to ſtrengthen a Leaſe before made in Reverſion.

THis Indenture &c. between *W. D.* of, &c. in the County of *L.* Eſq; and *S.* his Wife, of the one part; and *R. B.* of, &c. of the other part, *Witneſſeth*, That *whereas* the ſaid *W. D.* and *S.* his Wife, by their Indenture of Leaſe, bearing date, &c. Have demiſed and let to Farm to the ſaid *R. B.* and his Aſſigns, for the term of 21 years next enſuing, after the death of Survivor or longer liver of *M.* wife of the ſaid *R.* and *H. L.* Siſter of the ſaid *M.* or from the end of one Leaſe determinable upon their lives, all that one Meſſuage or Tenement, and all Lands, Meadows, Cloſes, Paſtures, and Cloſures of Land, Common of Paſture, and Turbary, to the ſaid Meſſuage or Tenement belonging or appertaining, or with the ſame uſually occupied, demiſed, or letten or accepted, reputed, taken or known, as part, member or parcel thereof, ſcituate, lying and being in *B.* aforeſaid, then or late in the Tenure or Occupation of the ſaid *R. B.* for certain yearly Rents and Services to be paid and done for the ſame. And whereas alſo the ſaid *W. D.* and *S.* his Wife, by the ſame Indenture did alſo Covenant and grant to and with the ſaid *R. B.* his Executors and Aſſigns, and every of them, to make all ſuch further aſſurance or aſſurances of the Premiſſes, to the ſaid *R. B.* and his Aſſigns, for the term aforeſaid, as ſhould be reaſonably deviſed, by the ſaid *R. B.* or his Aſſigns, or his or their learned Council, as by the ſaid Indenture of Leaſe, it doth and may more at large appear. Now the ſaid *W. D.* and *S.* his wife, for the accompliſhment of the ſaid Covenant and Grant mentioned in the ſaid Indenture, and for the good and perfect aſſurance of the ſame Premiſſes to the ſaid *R. B.* according to the tenor and effect of the ſaid Indenture, do Covenant and grant for them, and the Heirs and Aſſigns of the ſaid *W.* to and with the ſaid *R. B.* his Executors and Aſſigns, that they the ſaid *W. D.* and *S.* ſhall and will at the next Aſſizes, or general great Seſſions, for Pleas to be holden at *C.* in the County of *C.* before the Kings Majeſties Juſtices, or their Deputies there for the time being, levy and acknowledge a Fine with Proclamations to *T. R.* and *J. A.* Yeomen, of the ſame Premiſſes, by the name of one Meſſuage, one Garden, 10 Acres of Land, 10 Acres of Meadow, 20 Acres of Paſture, and 4 Acres of Turbary, with their appurtenances in *B.* and the ſame ſhall acknowledge to be the right of the ſaid *T. R.* and *J. A.* as theſe which the ſaid *T. R.* and *J. A.* have of the Gift of the ſaid *W. D.* and *S.* and the ſame ſhall remiſe and quit claim for them and their Heirs to the ſaid *T.* and *J.* and the Heirs of the ſaid *T.* for ever. And furthermore, the ſaid *W. D.* & *S.* and the Heirs of the ſaid *W.* ſhall by the ſame Fine warrant the ſame Premiſſes to the ſaid *T. R.* and *J. A.* and the Heirs of the ſaid *T.* againſt all men for ever: And ſo ſhall ſuffer the ſame Fine and Proclamations thereupon, to proceed according to the common courſe of Fines and Proclamations within the ſaid County of *C.* And

Recital of a Leaſe.

A Covenant to levy a Fine.

To warrant the Lands in the Fine to be mentioned.

it

That the Fine shall extend to no other Lands than what are mentioned in the Lease.

it is agreed between the said Parties, That the said Fine so to be levied and acknowledged as is aforesaid, shall only extend to the Lands and Tenements, mentioned and expressed in the said Indenture of Lease, & to none other Lands or Tenements in any wise. *And* shall likewise after the levying and ingrossing thereof, be adjudged, taken, and reputed to be, to and for the preservation of the Estate of the said *R.B.* and his Assigns, in and to the same Premisses contained in the said Indenture of Lease, for and during the term mentioned in the said Lease. *And* that then the said *W.B.* and *S.* and the Heirs of the said *W.* shall stand and be seized thereof to the use of the said *R.* and his Assigns, for and during the term before specified, according to the intent and meaning of the said Indentures of Lease. *And* after the determination of the said Term, to the use and behoof of the said *W. D.* and the Heirs of the said *W.* for ever, and to no other use, intent, or purpose in any wise. In Witness, &c.

The use after determination of the Lease.

Whereby the Father covenanteth with his Son and Heir apparent, to Estate him and his Wife in certain Lands before a day limited.

THis Indenture, &c. Between *R.H.* of, &c. in the County of *L.* Gent. of the one part, and *Ra. H.* Son and Heir apparent of the said *Ri.H.* of the other part, *Witnesseth*, That it is covenanted, granted, concluded, and agreed by and between the said Parties to these presents, in manner and form as hereafter followeth: That is to say, *First*, the said *Ri.H.* doth covenant, grant, conclude and agree, to and with the said *Ra. H.* his Executors and Administrators, by these Presents, That he the said *Ri.* shall and will at and upon the reasonable request, costs and charges of the said *Ra.* or his Assigns, before the Feast-day of, &c. next after the date hereof, demise, grant, and pass over the said *Ra. H.* and *B.* his Wife, and their Assigns, one Messuage or Tenement of him the said *Ri.H.* situate, lying and being in *H.* near *W.* in the said County of *L.* late in the tenure or Occupation of *J. L.* of *H* aforesaid, Yeoman, deceased: And all the Houses, Edifices, Buildings, Lands, Tenements, and Hereditaments thereunto belonging, with their & every of their Appurtenances whatsoever, containing by estimation, &c. *To have, hold, occupy and enjoy* the said Houses, Buildings, Lands, Tenements, and all other the Premisses, with their Appurtenances, unto the said *Ra.* and *B.* his wife, and their Assigns, from the 10*th* day of *J.* which shall be in the year of our Lord God, according to the computation of the Church of *England*, &c. for and during the term of 40 years from thence next ensuing, and fully to be compleat and ended, if the said *Ra.* and *B.* his wife, or either of them so long do live, yielding and paying therefore yearly during the said Term to the said *Ri.H.* his Heirs and Assigns, one Pepper Corn at the Feast of *P.* (being lawfully demanded) for all and all manner of Rents, Suits, Services and Demands whatsoever. And the said *Ri.H.* doth also covenant, &c. to and with the said *Ra.* his Executors and Administrators by

A Covenant to convey part over to one in tail.

these Presents, That he the said *Ri.* shall and will before the Feast of, &c. next, at and upon the reasonable request, costs, and charges of the said *Ra.* or his Assigns, convey, assure, and pass over unto the said *Ra. H.* and to the Heirs Males of the body of the said *Ra.* lawfully begotten, or to be begotten upon the body of the said *B.* or any other woman whom he the said *Ra.* shall after the decease of the said *B.* fortune to marry: All such ancient Lands, Tenements, Rents, Reversions, Services and Hereditaments of him the said *Ri.* in *F. H.* and *M.* in the County of *L.* which did descend and come to the said *Ri.* from *J. H.* deceased, Father of the said *Ri.* as Son and Heir of the said *J.* together with one acre of Land lying & being in *H.* aforesaid which the said *Ri.* had by exchange of and from *J. S.* of *S.* in the said County of *L.* Esq; for other Lands about the same quantity and quality: *To have and to hold* the said Lands, Tenements, Rents, Reversions, Remainders, Services, and Hereditaments, with their Appurtenances, unto the said *Ra. H.* and to the Heirs Males of his body lawfully begotten, and to be gotten, from and immediately after the several deaths and decease of the said *Ri. H.* and *M.* one Lease of part of the Premisses made to *T. H.* for the term of &c. bearing date, &c. only excepted and foreprized, **And** the said *Ri. H.* doth further Covenant, &c. to and with the said *Ra. H.* his Executors by these Presents, that he, the said *Ri. H.* shall and will before the Feast of, &c. next coming, at, and upon the reasonable request, costs and charges of the said *Ra.* or his Assigns, convey, assure, and pass over, to the said *B. H.* and her Assigns, the third part of the Mansion-house of the said *Ri. H.* scituate and being in *F.* aforesaid: And all the Houses, Buildings, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, and Common of Pasture in *F.* aforesaid, and likewise the Turbary thereunto belonging, with their Appurtenances whatsoever, together with the 3d. part of the Rent of the said Messuage or Tenement in *H.* aforesaid, late in the Tenure of *J. L.* deceased, in full recompence and satisfaction of her Dower, or Title of Dower, in, or to any of the Messuages, Lands or Tenements, of the said *Ri. H.* in the County of *L.* or else where in the Kingdom of *England*. *To have hold, occupy and enjoy* the 3 d. part of the Mansion-house, and all other the last before-mentioned Premisses, with their Appurtenances, to the said *B. H.* and her Assigns, from and immediately after the several deceases of the said *Ri. H.* and *M.* his Wife, and the said *Ra. H.* for and during the term of 40 years then next following, fully to be expired and determined (if the said *B.* so long shall live) and if it shall fortune the said *B.* to have issue Male by the said *Ra. H.* then living, so that the said *B.* surviving and over-living the said *Ra.* do keep her self sole and unmarried, or do not miscarry or mis-govern her self. *And* if it shall happen the said *B.* to have no issue Male by the said *Ra. H.* living at the time of the Comencement of her said Estate, or to survive or over-live the said *Ra. H.* or after the decease of the said *Ri.* to joyn her self in Marriage with any person, or to misgovern her self, then the said *Ri. H.* doth further Grant and Covenant to and with the said *Ra. H.* his Executors, &c. by these Presents, by the same or such like Assurance, to Assure and Pass over unto the said *B.* before the Feast of, &c. next coming, at, and upon the reasonable request

A Covenant to convey a third part to another person.

A Covenant, that if a woman marry or misgovern her self, then to marry another.

queſt, coſt and charges of the ſaid *Ra.* or his Aſſigns, &c. one Houſe or Cottage of him the ſaid *Ri.* containing 2 Bays of Building, Scituate, ſtanding and being in *E.* aforeſaid, now in the Occupation of *E.G.* Wid. or of her Aſſigns, and 3 Acres of Land, of him the ſaid *Ri. H.* lying and being in *E.* aforeſaid, adjoyning to the ſaid Houſe, with the Ways, Liberties, Eaſements, &c. thereunto belonging, with their Appurtenances, *To have and to hold* the ſaid Houſe or Cottage, and 3 Acres of Land, with the Appurtenances to the ſaid *B.* and her Aſſigns, from and immediately after the ſeveral deceaſes of the ſaid *Ri. M.* and *Ra. H.* for and during the term of 40 years from thence next following fully to be expired and determined, if the ſaid *B.* ſo long do live in full recompence and ſatisfaction of her ſaid Dower. *And* the ſaid *Ri. H.* for himſelf, his Heirs, Executors and Adminiſtrators doth alſo further Covenant, Promiſe and Grant, to and with the ſaid *Ra. H.* his Executors and Adminiſtrators by theſe Preſents, That if it ſhall fortune the ſaid *Ra.* to deceaſe without iſſue Male of his body, that he the ſaid *Ri. H.* ſhall and will well and truly content and pay, or cauſe to be contented and paid to the Daughter or Daughters of the ſaid *Ra. H.* lawfully begotten, 200 *l.* of lawful *Engliſh* mony within 3 years next after the deceaſe of the ſaid *Ra.* for and towards the preferment and the advancement of the ſaid Daughter or Daughters. *And* that all the ſeveral Clauſes, Covenants and Agreements, &c. above ſpecified, may well and truly be Performed, accompliſhed and kept, by and on the behalf of the ſaid *Ri. H.* his Heirs, &c. he the ſaid *Ri. H.* doth acknowledge himſelf to ſtand bound to the ſaid *Ra.* in the Sum of, &c. and the ſaid *Ra. H.* for himſelf, &c. doth Covenant, Promiſe and Grant, to and with the ſaid *Ri. H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid *Ra. H.* his Heirs, Execut. Adminiſtrat. and Aſſigns, ſhall and will permit and ſuffer the ſaid *M. H.* his Mother and her Aſſigns, *To have, hold, occupy, and peaceably enjoy* that the ſaid Manſion houſe of the ſaid *Ri.* in *F.* aforeſaid. And all the Edifices, Buildings, Yards, &c. thereunto belonging, Together with all the Ancient Lands, Tenements, Rents, &c. of the ſaid *Ri.* in *F. H.* and *M.* aforeſaid in the ſaid County of *L.* (the Meſſuage or Tenement by the ſaid *Ri.* granted to the ſaid *T.* for the term aforeſaid, and the ſaid Tenement lately in the Tenure of the ſaid *J. L.* deceaſed, with the Lands, Tenements, Services, &c. to the ſaid ſeveral Meſſuages belonging; and likewiſe the Rent of the ſaid Tenement lately in the Occupation of the ſaid *J. L.* deceaſed, only excepted) from and immediately after the deceaſe of the ſaid *Ri. H.* for, and during the term of 40 years from thence next enſuing fully to be expired and determined (if the ſaid *M.* ſo long do live) to and for the moſt gain and profit of the ſaid *M.* and her Aſſigns, during the ſaid Term, *Yielding, &c. And* the ſaid *Ra. H.* doth Covenent and Grant for him, &c. to and with the ſaid *Ri. H.* his Executors, &c. by theſe preſents, That he the ſaid *Ra.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall permit and ſuffer the ſaid *M. H.* his Mother during her natural life after the deceaſe of the ſaid *R.* to take, receive, and perceive the Rent of the ſaid Tenement granted to the ſaid *T. H.* being 20 *s.* by the year. In Witneſs, &c.

A Covenant that if one die without iſſue, to pay a ſum of Mony.

A Covenant to ſuffer a Woman to enjoy the Lands after the death of her husband.

A Covenant to permit another to enjoy the Rent of a Tenemnt.

Covenants to make Settlements and Convey Lands to uſes by Fines and Recoveries, &c.

THis Indenture made the day of, &c. between the Right Honourable *H.* Lord *S.* upon the firſt part, *H. S.* and *J. M.* of the 2 *d.* part, and *R. L.* &c. *G. L.* of the 3 *d.* part, *Witneſſeth*, That *whereas* the ſaid *H.* Lord *S.* is, and ſtandeth ſeized in Poſſeſſion, Reverſion or Remainder of an Eſtate of Inheritance, of and in divers and ſundry Honours, Caſtles, Mannors, Lordſhips, Seigniories, Meſſuages, Parks, Chaſes, Lands, Tenements, Advowſons, Liberties, Franchiſes, and Hereditaments; all which, or moſt part thereof, have by long time remained and continued in the name and blood of the ſaid *H.* Lord *S.* And the reſidue having been of late time purchaſed and gotten by the ſaid *H.* Lord *S.* and his late Anceſtors, do yet lie and adjoyn ſo conveniently and commodiouſly, to and for other his ancient Honours, Caſtles, Mannors, Lands and Poſſeſſions, that they may not be well ſeparated, divided, or aliened from the ſame. *Now*, for that the ſaid *H.* Lord *S.* mindeth and intendeth to eſtabliſh all the ſaid Honours, Caſtles, Mannors, Lordſhips, Seigniories, Meſſuages, Parks, Chaſes, Lands, Tenements, Advowſons, Liberties, Franchiſes and Hereditaments hereafter in theſe preſents ſpecified, to ſuch uſes, intents and purpoſes, as that the ſame may remain in the name, blood, and kindred of the ſaid Lord *S.* according to the uſes hereafter thereof expreſſed and declared, for the better advancement & continuance of the houſe, honour, name and blood of the ſaid Lord *S.* and as a convenient portion or ſtay of living for the ſame, ſo long as it ſhall pleaſe God to permit and ſuffer the ſame. *And* for the advancement of ſuch his Sons and Children, and others Male and Female, as hereafter in theſe Preſents are nominated and mentioned; and for the Fatherly love, and natural affection which he beareth unto Sir *T. S.* Kt. his Son and Heir apparent, and for the preferment, advancement, and maintenance of the Eſtate of the ſaid Lady *A.* now Wife of the ſaid Sir *T. S.* with convenient ſtay of living, for her Joynture or Dower; And for divers and ſundry other great, weighty, reaſonable and lawful cauſes and conſiderations, him the ſaid Lord *S.* thereunto eſpecially moving, he the ſaid *H.* Lord *S.* for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant and grant, to and with them the ſaid *H. S.* &c. and to and with the Survivor and Survivors of them, his and their Heirs and Aſſigns, ſhall and will on this ſide, and before the Feaſt of, &c. by ſeveral Fines, with Proclamations by him the ſaid *H.* Lord *S.* in due form of Law to be had, knowledged and levied, of the ſaid Hanours, Caſtles, Mannors, Meſſuages, Lands, Tenements, and Hereditaments and Premiſſes, and of every part and parcel thereof, ſufficiently and perfectly convey & aſſure unto them the ſaid *H.* Lord *S.* and *J. M.* or to the Survivor of them and to his Heirs, or their Heirs, or to the Heirs of one of them, all and ſingular thoſe his Honours, Caſtles, Mannors, Lordſhips, Seigniories, Fees, Meſſuages, Lands, Tenements, Parks, Chaſes, Franchiſes, Liberties, free War-

Conſideration.

Covenant to convey the Lands, &c.

Particulars.

rens, Patronages, Advowſons, Rents, Services, Cole-Mines, Lead-Mines, Stone-quarries, & all other his Hereditaments, lying, and being in the ſeveral Counties of *Y. D. N. B.* and in the County of the City of *Y.* hereafter in theſe preſents named, mentioned or recited; That is to ſay, all that the Honour, Mannor and Caſtle of *B.* with the Appurtenances, in the ſaid County of *Y.* and alſo the ſeveral Seigniories and Fees of *B.* and *E.* with the Appurtenances, in the ſaid County of *Y.* with all their, and every of their Rights, Members and Appurtenances: And alſo all and ſingular the ſeveral Mannors and Lordſhips of *E. V.* and alſo all the Suits, Seigniories, Services, Franchiſes, Liberties, Juriſdiction, Authorities, Priviledges, Court-leets, and Perquiſites of Courts and Leets, View of Frankpledge, and all that to it appertaineth; and alſo all other Royalties, Franchiſes, and Liberties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips, or any of them, or any part or parcel of them, and all that which to view of Frankpledge belongeth, or in any wiſe appertaineth; together with all and ſingular their, & every of their Appurtenances in the ſaid County of *Y.* And alſo, the ſeveral Mannors and Lordſhips of *D. L.* in the County of *N.* and alſo all Advowſons, Suits, Seigniories, Services, Franchiſes, Liberties, Juriſdiction, Authorities, Priviledges Court-leets, and Perquiſites of Courts and Leets, View of Frankpledge, and all that to which Frankpledge appertaineth, and all other Royalties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips, or any of them, or any part or parcel of them, belonging or in any wiſe appertaining, with all and ſingular their and every of their Appurtenances: And alſo the Mannor of *H.* with all and ſingular the Appurtenances in the ſaid County of *B.* and alſo the Mannor of *W.* with all and ſingular the Appurtenances in the ſaid County of *D.* & alſo all Suits, Seigniories, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-leets, & Perquiſites of Courts and Leets, View of Frankpledge, and all that which to view of Frankpledge appertaineth, & all other Royalties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips of *H.* and *W.* or either of them, or any part or parcel thereof belonging, or in any wiſe appertaining, with all and ſingular their, & either of their Appurtenances, & alſo the Park & Soil, and Grounds therein, & of all the Demeſn Lands of *E.* aforeſaid, with the Appurtenances, in the ſaid County of *Y.* And alſo of, and in all thoſe his Farms, Free Meſſuages, Burgages, Lands, Tenements, Woods, Under-woods, Meadows, Paſtures, Rents, Reverſions, Services, Fiſhings, Cole-Mines, Lead-Mines, Stone-quarries, and Hereditaments whatſoever, with all and ſingular their, & every of their Appurtenances, ſet, lying, and being in, &c. and every or any of them, in the ſaid ſeveral Counties of *Y. N. D.* and *B.* aforeſaid, or any of them, and alſo all thoſe his Meſſuages, Burgages, Lands, Tenements, Rents, Reverſions, Services, free Fiſhings, and Hereditaments, with all and ſingular their Appurtenances, lying and being within the County of the City of *Y.* And alſo all the free Fiſhings at *O.* aforeſaid, in the ſaid Water or River of *T.* in the ſaid County of *Y.* & alſo the Advowſon and Patronage of the Rectory & Pariſh-Church of *H.* aforeſaid, in the ſaid County of *B.* & alſo the ſeveral Advowſons or Patronage of the ſeveral Rectories and Parſonages of *L.* and *E.* in the ſaid County of *N.* and alſo the Advowſon or Patronage of the Moiety of the Rectory and Parſo-

nage

nage of *B.* in the ſaid City of *Y.* And it is further Covenanted, Granted, and Agreed, by and between all the ſaid parties to theſe Preſents, for them and their Heirs, that the ſaid ſeveral Fines ſo before Covenanted to be had, knowledged and levied, as is aforeſaid, and all and every other Fine, Conveyance and Aſſurance, then before had, made, levied or executed, by or between the ſaid parties to theſe preſents, and every or any of them, and the full force and effect of them, and every of them, of, for and concerning the Premiſſes, or any part thereof, ſhall be, and ſhall be adjudged, eſteemed, and taken to be; and alſo that the ſaid *H.S.* and *J.M.* and their Heirs, &c. and all and every other perſon & perſons, then ſtanding and being ſeiſed, as for and concerning the ſaid Mannors of *E.F.* and *B.* with the Appurtenances in the ſaid County of *Y.* and alſo of *L. S. B.* and *E.* with the Apurtenances in the ſaid County of *N.* and for and concerning the Mannor of *H.* with the Appurtenances in the ſaid County of *B.* and alſo for and concerning the ſeveral Advowſons of the Rectories, Parſonages and Churches of *L.* and *E.* all Suits, Seigniories, in the ſaid County of *N.* and of *H.* aforeſaid, in the ſaid County of *B.* and alſo all Services, Liberties, Juriſdictions, Authorities, Priviledges, for and concerning Court-leets, Perquiſites of Courts and Leets, view of Frankpledge, & all that which to view of Frankpledg appertaineth, and all other Royalties whatſoever unto the ſaid ſeveral Mannors or Lordſhips laſt before mentioned, or any of them, or any part or parcel thereof belonging or appertaining; and alſo for and concerning all Meſſuages, Meaſes, Burgages, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Rents, Reverſions, Services, Free-Fiſhings, Cole-Mines, Lead-Mines, Stone-quarries and Hereditaments, with the Appurtenances in *E.* aforeſaid, with all and ſingular the Appurtenances, to the only uſe and behoof of them the ſaid *H.S.* and *J.M.* and of their Heirs, and of the Survivor of them and his Heirs, for and during, and until ſuch time only, as ſeveral Recoveries ſhall be, or otherways may be had and proſecuted by the ſaid *R.L.* and *G.L.* or the Survivor of them and his Heirs, of and for the ſaid laſt recited Mannors, Advowſons and Premiſſes, with the Appurtenances, & to that intent and purpoſe only, that the ſaid *H.S.* and *J.M.* or the Survivor of them, may become perfect Tenants or Tenant of the Free-hold of the Premiſſes, ſo as ſeveral Recoveries, as the Cauſe ſhall require, may be had and proſecuted by them the ſaid *R.L* and *G.L.* or by the Survivor of them as is aforeſaid, according to the uſual order and courſe of common Recoveries for Aſſurances of Lands, Tenements and Hereditaments, in ſuch Caſes uſed and accuſtomed of, for and upon all and ſingular the ſaid Mannors of *E.* aforeſaid, with the Appurtenances, and alſo of the Advowſons and Patronages of the ſaid Churches of *L.E.* and *H.* aforeſaid, and alſo of all Suits, Seigniories, Lands, Tenem. Meadows, Feedings, Paſtures, Woods, under-woods, Rents, Reverſions, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-leets, Perquiſites of Courts and Leets, view of Frankpledge, & all that which to view of Frankpledge appertaineth, Royalties, and other the Premiſſes, unto the ſaid laſt recited Mannors, or any of them belon ing, and of all other the ſaid Meſſuages, Burgages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances in *E.* &c. aforeſaid, to the ſe-

Recoveries to be ſuffered.

ſeveral Uſes, Intents, Limitations and Proviſoes, and Conditions hereafter in theſe preſents limited, expreſſed, declared or intended, of, for and concerning the ſame, and to no other uſe, intent, purpoſe or meaning. And for the better, full and plain declaration of the uſe, uſes, intents, purpoſe and meaning of the ſaid ſeveral Fines and Recoveries ſo before Covenanted, intended, or mentioned to be had, knowledged, levied or ſuffered of the ſaid Honours, Caſtles, Mannors, Meſſuages, Burgages, Lands, Tenements, Fees, Franchiſes, free Fiſhings, Advowſons, and other Hereditaments aforeſaid; It is Covenanted, granted, concluded, condeſcended and fully agreed, by and between all and every the ſaid parties to theſe preſent Indentures, for them and every of them, and for their and every of their Heirs. That the ſaid ſeveral Fines and Recoveries ſo before Covenanted, meant or intended, to be had, levied, knowledged and ſuffered of the ſaid Premiſſes as aforeſaid ſhall be; and alſo, that they the ſaid *R. L.* and *S. L.* and their Heirs, and the Survivor of them and his Heirs, of, for and concerning ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Meſſuages, Lands, Tenements, free Fiſhings, Advowſons, Patronages, Franchiſes, Fees, Liberties & Hereditaments whereof the ſaid Recoveries are before-mentioned, or intended to be ſuffered as aforeſaid, from and immediately after the time of the ſuffering of the ſaid Recoveries; and likewiſe alſo, that they the ſaid *H.S.* and *J.M.* and their Heirs, and the Survivor of them and his Heirs, of, for and concerning all the reſt & reſidue of the ſaid Honours, Caſtles, Mannors, Franchiſes, Fees, Liberties, Meſſuages, Lands, Tenements, free Fiſhings, Advowſons, Patronages, and Hereditaments, other than the ſame, whereof the ſaid Recoveries are before-mentioned, meant or intended to be ſuffered as aforeſaid, from and immediately after the knowledge and levying of the ſaid ſeveral Fines, ſo before in and by theſe preſents Covenanted to be levied as aforeſaid, ſhall ſtand continued & be ſeiſed to ſuch uſes, intents, purpoſes, conditions, limitations, proviſoes, matters, agreements & things, as hereafter in theſe preſents are expreſſed, appointed, limited and declared, and to no other uſes, intents, purpoſes, or meanings in any wiſe, that is to ſay, of, for and concerning all and ſingular the ſaid Mannors, Lordſhips and Seigniories of *W.* &c. in the ſaid ſeveral Counties of *Y.* and *D.* and alſo of, and in the ſaid Mannor of *H.* with the Appurtenances in the ſaid County of *B.* (the Woods and the Soil thereof, & the Patronage & Advowſon of the Rectory and Parſonage of *H.* aforeſaid, only excepted) & alſo of and in all Suits, Seigniories, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, Perquiſites of Courts & Leets, view of Frankpledge, and all that which to view of Frankpledge appertaineth, and all other Royalties, Profits, Commodities and Hereditaments whatſoever, unto the ſaid ſeveral Mannors laſtly recited, or any of them, or any part or parcel of them belonging, or in any wiſe appertaining (except before excepted) and alſo of and in all and ſingular Meſſuages, Houſes, Edifices, to the uſe, &c. of the ſaid Sir *T.S.* Kt. Son and Heir apparent of the ſaid *H.* Lord *S.* and of the Lady *P.* for and during the term of the natural lives, and of the life of the longer liver of them, for and in recompence of parcel of the Joynture of the ſaid *L. P.* without impeachment of Waſt, only during the term of the natural life of the ſaid Sir *T.S.* & from

Declarations of the uſe of the Fines and Recoverits.

and

and immediately after the natural death and deceaſe of the ſaid Sir *T.S.* and the Lady *P.* and of the Survivor and longer liver of them, to the uſe and behoof of the ſaid *H.* Lord *S.* and his Aſſigns, for and during the term of his natural life, without impeachment of Waſt, and from and immediately after the natural death and deceaſe of the ſaid Sir *T.S.* and the ſaid Lady *P.* and likewiſe after the death of the ſaid *H.* Lord *S.* to the uſe and behoof of *E.S.* Son and Heir apparent of the ſaid Sir *T.S.* and of the Heirs Males of the Body of the ſaid *E.* lawfully begotten, or to be begotten, and ſo to the 10th Son, and for default of ſuch Iſſue, to the uſe, &c. of all and every other the Sons of the Body of the ſaid Sir *T.S.* to be lawfully begotten ſucceſſively one after another, as they ſhall be born, and ſhall be in Seniority of age, and the Heirs Male of their ſeveral Bodies, to be lawfully begotten, &c. and for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *H.* Lord *S.* for ever. And alſo of, and in all and ſingular, the ſeveral Mannors, Lordſhips and Seigniories, &c. of *T.* aforeſaid, in the ſaid ſeveral Counties of *T.* and *N.* and alſo of and in all Sites, Seigniories, Services, &c. and all other Royalties, Profits, Commodities and Hereditaments whatſoever, unto the ſaid ſeveral Mannors, or any of them, or any part or parcel thereof belonging, or in any wiſe appertaining; and alſo of, and in all and ſingular Meſſuages, Houſes, &c. and other Lands, Tenements, Rents, Reverſions, Services, Woods, Under-woods, and Hereditaments whatſoever, with all and ſingular their Appurtenances, ſet, ſituate, lying and being within the Mannors, Towns, Townſhips, Pariſhes, Fields & Hamlets, or Territories of *T.* &c. **And alſo**, of, and in the Patronages and Advowſons of the Churches, Rectories and Parſonages of *L.* and *E.* aforeſaid, or any of them, which ſaid laſt recited Premiſſes, are parcel of the ſaid Honours, Caſtles, Meſſuages, Lands and Premiſſes, whereof the ſaid ſeveral Fines are before covenanted to be levied as aforeſaid, to the uſe and behoof of him the ſaid *H.* Lord *S.* and his Aſſigns, for and during the term of the natural life of the ſaid *H.* Lord *S.* without impeachment of any manner of Waſt, and from, by, and immediately after the natural death and deceaſe of the ſaid *H.* Lord *S.* to the uſe and behoof of the Lady *M.S.* now Wife of the ſaid *H.* Lord *S.* and her Aſſigns, for and during the term of the natural life of her the ſaid Lady *M.S.* without impeachment of Waſt only, in and for any Woods, Under-woods, and Timber-Trees, ſtanding, growing, or being, or which at any time hereafter, ſhall ſtand, grow, or be, of, in, or upon the Premiſſes mentioned, or of any part thereof, for and in ſatisfaction, and recompence of part of the Joynture or Dower of the ſaid Lady *M.* &c. **And likewiſe alſo**, of and in all and ſingular the ſeveral Mannors, Lordſhips & Seigniories of *V.* &c. with the Appurtenances in the ſaid County of *T.* and alſo of, and in all Sites, Seigniories, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts and Leets, View of Frankpledge, and all that which to view of Frankpledge appertaineth, and of all other Royalties and Hereditaments whatſoever, unto the ſaid ſeveral Mannors, or any of them, or any part or parcel of them, or any of them belonging, or in any wiſe appertaining; and alſo of, and in all thoſe Meſſuages and Tenements, with the Appurtenances, ſet,

Of the Patronages and Advowſons of Churches, Rectories and Parſonages.

Of Mannors, Lordſhips and Seigniorits, &c.

lying and being in *O.* aforesaid, and also of and in certain Messuages, Meads, Lands, Tenements and Hereditaments, with the Appurtenances in *R.S.* and *S.* in the County of the City of *T.* aforesaid. And also of and in the free-fishing, in the said water or River of *T.* at *O.* aforesaid, to the use and behoof of the said *H.* Lord *S. &c. And likewise* also of and in the rest and residue of the said Honours, Castles, Mannors, Lordships, Franchises, Fees, Liberties, Parks, Chases, Messuages, Lands, Tenements, Advowsons & Hereditaments, and of all other the Premisses, with all and singular their Appurtenances, whereof the said several Fines are before in and by these presents covenanted to be levied as aforesaid, & whereof no use is before in these presents limited or appointed, to the use and behoof of him the said *H.* Lord *S.* &c. *Provided always*, and it is fully concluded, condescended unto, granted and agreed, by and between all and every the said parties to these presents, for them and every of them, and for their and every of their Heirs; and the true intent and meaning of these Presents is, notwithstanding any Limitation of the Use or Uses aforesaid, that if it shall hereafter happen, the said *H.* Lord *S.* or the said *T.S.* and *E.S.* Esq; or the said *H.S.* the Son, or any of them; or any of the said Sons, or Issue Male of the several Bodies of them, or any of them inheritable, or which shall be inheritable of the said Premisses, by force of these presents, and of the uses therein limited and expressed, to die and depart this World, the wife or wives of them, or any of them being with child, or conceived with child, at or before the time of his or their death, of or with any such Son or Sons, or Issue Male, as by the true intent and meaning of these Presents, or of any the Limitations or Declarations of the use or uses aforesaid, should or ought, after the decease of his or their Father, to have had any Estate, or use of or in the Premisses, or any part thereof, if such Son or Sons, or Issue Male had been born in the life time of his or their Father; that then from and after the birth of every such Son or Sons, or Issue Male, the said several Fines & Recoveries, covenanted, or mentioned, to be had, levied, knowledged, or suffered of the said Premisses as aforesaid, shall be, and shall be adjudged, construed, and taken to be. *And also*, that they the said *H.S. J.M.* and *G.L.* and their Heirs, and the Survivor of them, and his Heirs, shall stand, continue and be seized, of all and singular the said Honours, Castles, Mannors, Fees, Parks, Chases, Messuages, Lands, Tenements, Rents, Reversions, Advowsons, Services, & Hereditaments, and every part and parcel thereof, or of, and in so much of the said Honours, Castles, Mannors, Fees, Parks, Chases, Messuages, Lands, Tenements, and of all other the said Hereditaments, as whereof, or wherein every or any such Son or Sons, or Issue Male so to be born, shall, or ought, by the true intent and meaning of the Limitat. or Declarations, of the use or uses aforesaid, or any of them, after the death of his or their Father, to have had any Estate or use in the same, if such Son or Sons, or Issue Male, had been born in the life time of his or their said Father, to and for the use of every such Son or Sons, or Issue Male so to be born as is aforesaid; and that of and under such Estate, Degree, Order, course, place, quality, condition and limitation, in all and every respects, and to all intents and purposes, as if every such Son or Sons, or Issue Male, had been born in the life time, or lives, of his or their said Father

Provisions for after-born Sons.

ther, to and for the use of every such Son and Sons, or Issue Male, so to be born as is aforesaid; and that of and under such Estate, Degree, Order, Course, Place, Quality, Condition and Limitation, in all and every respects, and to all intents and purposes, as if every such Son, Sons, or Issue Male had been born in the life time, or lives of his or their said Father, and with such Remainder and Limitations, over in use, as is before, in or by these Presents. *Provided always*, & it is fully concluded, condescended unto, limited and agreed, by and between the said parties to these present Indentures, for them and their Heirs, that it shall and may be lawful to and for the said *H.* Lord *S.* at any time or times hereafter, during his life, to grant, convey, assure, limit or appoint by his Deed or Deeds indented, sealed and delivered in the presence of 3 lawful and credible persons at the least, all and singular the said Honours, Castles, Mannors, Lordships, Rectories, Parsonages, Lands, Tenements, Rents, Reversions, Services, Profits, Hereditaments, & other the said Premisses, with the Appurtenances, or any part or parcel thereof, or the use or possession of the same, or any part or parcel of the same, to or for any Woman or Women, whom he the said *H.* Lord *S.* shall hereafter Marry, or to whom the said *T.S. E.S. H.S.* or any Heirs Male, or Issue, then next to be inheritable of the said Premisses, or any part thereof, by force of these presents, and of the limitations and uses thereof, expressed, limited, or appointed, or any of them; or any Heir apparent, of such said Heir Male, or Issue, then next to be inheritable as aforesaid, shall hereafter lawfully espouse, Marry, or take to his or their Wife, or Wives, for and during only the term or terms of the natural life and lives of such Woman or Women, for and in the name, or in and for the Augmentation of the Joynture of such Woman or Women, Wife or Wives. *And further also*, That in like manner, it shall and may be lawful to and for the said *H.* Lord *S. T.S.* and also to and for the said *H.S.* the Son, and for all and every the said Sons, and Issue Males or Females of the several bodies of the said *T.S. E.S.* and *H.S.* and to and for every of the Issue, Males and Females, of the several bodies of the said several Sons, and Issue Males aforesaid, being seized of the Premisses, or any part thereof, in his or their Demesn, as of Free-hold or Fee-tail, by force of any the uses or limitations, herein before expressed, by his, their, or any of their Deed or Deeds indented; or by his, their, or any of their such last Will and Testament in writing, as shall be sealed and subscribed with his, or their, or any of their hand or hands, and pronounced and affirmed in the presence of 3 or more lawful Witnesses, to be his or their last Will; to make any Demise or Demises, Lease or Leases, Devise or Devises, of such the said Premisses, or of such part thereof, whereof they the said *H.* Lord *S. T.S. E.S.* or *H.S.* the Son, or any of the said Sons, Issue or Issues, Male or Female, or any of them, shall then be seized of in actual and real possession (other than of the Castle of *B.* the Park of *B.* those Lands and Grounds, now known, named, used, and occupied, as the Demesn Lands, of and to the said Castle of *B.* and the Lead-Mines, and Cole-Mines, being within the several Mannors of *B.* and *P.* aforesaid, or any of them) to any person or persons, *To have and to hold* the same, from and after the time of the making of

Power to make Joynture.

Liberty to make Leases.

such Deed or Deeds, Lease or Leases, Devise or Devises, or any of them, to any person or persons, for and during the term of 80 years, or of any lesser term of years, and not above, so as the same Lease or Leases, Devise or Devises, be not made to be without impeachment of wast, by any special Covenant, Clause, or matter for that purpose, to be contained with any such Deed or Deeds, or last Will and Testament, & so as the same be made in such sort, that the same do or shall end, determine, or expire, by or upon the death of any one person, or of 2 persons, or of 3 persons at the most; or otherwise, from and after the time of the making of such Deed or Deeds, or last Will and Testament, for and during the term or terms of 21 years at the most, or for any lesser term of years, and not above, from the time of the making of such Deed or Deeds, or last Will and Testament; and so that in and upon every such Demise or Demises, Lease or Leases, Devise or Devises, to be made for 20 years, or under; or for the term of 80 years, or under, determinable upon the death of 1, 2 or 3 persons, as is aforesaid, there be reserved, or limited to be paid yearly, during such term or terms, to such person or persons for the time being, to whom the immediate Free-hold of the things so to be demised, letten, or devised, by the intents and true meaning of these presents, shall from time to time, during the continuance of such term or terms appertain such yearly Rent or Rents, and other Sureties, Boons, Customs, Averages and Services, or more, as are at this present yearly answered, paid, or done, for the said Premisses, by the now Tenants, Farmers, or Occupiers of the same. *Provision for Sars Wives.* **And further also,** That it shall and may be likewise lawful to and for the said *T.S.E.S.* his Son and Heir apparent, and the said *H.S.* And also to and for every or any of the Son or Sons, Heirs Male, or Issue Male, of the several bodies of the said *E.S.H.S.* his said Son, and of *H.S.* the Son, and to and for every the said Sons and Issue Males of several Bodies, of the said Sons and Issue Males as is aforesaid, being then seized in their or any of their Demesn, as of their Free-hold, or in Tail, by force of any the Uses or Limitations herein before expressed, of or in any of the said Lands, Tenements, & Hereditaments, herein before expressed; or of any part thereof, in or by his, their, or any of their Deed or Deeds Indented, by him or them to be sealed and subscribed, and in the presence of 2 or more lawful and credible Witnesses at the least; or by his Will last, &c. by him or them pronounced or affirmed to be his or their last Will, to appoint, limit, give or devise, any part of such, and so much of the said Honours, Castles, Mannors, Lordships, Advowsons, Parsonages, Messuages, Lands, Tenements, and of all other the said Premisses, with all and singular their Appurtenances, as he or they shall then so stand or be seized of, as is aforesaid, not exceeding, in ancient yearly value or Rent, the Sum of 400 *l.* by the year, of, to, or for any woman or women, which they, or any of them, shall at any time or times hereafter lawfully espouse, marry, or take to his, their, or any of their wife or wives, or which shall be married to the Son and Heir apparent of any such Son or Issue Male, and who then shall stand and be thereof seized, as before is mentioned, for her or their Joynture or Dower, during the natural life, or lives only of such woman or women, so as the said gift, devise, limitation, or appointment for Joynture or Joyntures, be not made to be without Impeachment

ment of Waſt by any Special Covenant, Clauſe, or Matter, for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will. And further alſo, That it ſhall and may be likewiſe lawful to and for the ſaid *T.S.* his ſaid Son and Heir apparent, and to the ſaid *H. S.* the Son; and alſo to and for every of the ſaid Son or Sons, Male or Iſſue Male of the ſaid ſeveral bodies of the ſaid *T.S. E.S.* his ſaid Son and Heir apparent, and of *H. S.* the Son; and ſo and for every of the ſaid Iſſue Male, of the ſeveral Bodies of the ſaid ſeveral Sons and Iſſue Male, having, as is aforeſaid, the lawful, actual, and real poſſeſſion of the Freehold of the ſaid Premiſſes, or of any part thereof likewiſe, in or by his, or their or any of their Deed or Deeds Indented, by him or them, to be ſealed or ſubſcribed in the preſence of 2 or more lawful Witneſſes; or in, or by his and their laſt Will and Teſtament in Writing, by him or them to be ſealed and ſubſcribed, & in the preſence of 2 or more lawful Witneſſes, by him, them, or any of them, pronounced and affirmed to be his or their laſt Will, to appoint, limit, give or deviſe, all or any part of ſuch & ſo much of the ſaid Honours, Caſtles, Mannors, Lordſh. Advowſons, Meſſuages, Lands, Tenements, & of all other the ſaid Premiſſes, with all and ſingular their Appurtenances, as he or they, or ſuch of them, ſo making ſuch Deed, or laſt Will, ſhall then be ſeized of an Eſtate of Freehold; or in Tail, as before is expreſſed, to or for every, or to any, of the younger Son or Sons of them, or any of them, as to ſuch perſon, ſo making ſuch Deed or laſt Will, ſhall be thought meet or convenient, other than of the ſaid Caſtle of *B.* Park of *B.* and the Mannors of *R W.* and *R.* in the ſaid County of *Y.* & all the Farms, Meſſuages, Burgages, Lands, Tenements, woods, under-woods, Meadows, Paſtures, Rents, Reverſions, Services, Coal-Mines, Lead-Mines, Stone Quarries, & Hereditaments whatſoever, all & ſingular their & every of their Appurtenances, ſet, lying or being in *B.* &c. & every or any of them, for the better livelyhood, maintenaance, education, & preferment of ſuch ſaid younger Son or Sons, or to any other perſon or perſons to the uſe or uſes of ſuch ſaid younger Son or Sons, for and during the term of the natural life and lives of ſuch ſaid younger Son and Sons only, & not for any longer time or term, ſo that the ſame Premiſſes, or ſuch part thereof as ſhall be ſo deviſed, granted, limited or appointed by ſuch Deed or Will to ſuch ſaid younger Son or Sons, as is aforeſaid, ſhall not or do not exceed and amount in yearly Revenues, profit, and Rent of, &c. by year, for every or any ſuch ſaid younger Son or Sons, or any of them, ſuch of them as to whom or to whoſe uſe ſuch deviſe, limitation or appointment, ſo to be made to ſuch ſaid younger Son or Sons as is aforeſaid, ſeverally to every or any ſuch ſaid Son or Sons, and not Joyntly one with another, and ſo that every ſuch gift, deviſe, limitation, or appointment ſo to be made to ſuch ſaid younger Son or Sons as aforeſaid, & the Eſtate ſo thereof & therein to be given, granted, deviſed, limited, or appointed, ſhall expire and end upon the death of ſuch ſaid younger Son only, to whom or to whoſe uſe ſuch ſaid Grant, Deviſe, Limitation or Appointment, ſhall be ſo made as is aforeſaid, & ſo as alſo ſuch, & every or any ſuch ſaid Gift, Deviſe, Limitation, or Appointment, for ſuch ſaid younger Son or Sons as aforeſaid, be not made to be without impeachment of Waſt, by any ſpecial Covenant, Clauſe or Matter for that purpoſe, to be contained in any

Liberties to grant Annuities to younger Sons.

ſuch

such Deed or Deeds, or last Will: And so as also the said Devise, Limitation or appointment, shall be no incumbrance of the Lands, Tenements or Hereditaments, before limited, for the Joynture of the Lady *P.* or any part thereof, or of such Lands and Tenements, as shall be Demised, Devised, or Leased, according to the form and effect of these Presents, or otherwise conveyed or assured in Lease, as before is mentioned. And it is further also fully Covenanted, Granted, Concluded, Condescended unto, limited and agreed, by or between the said parties to these present Indentures, for them, and their Heirs, that if it shall happen or fortune at any time or times hereafter, the said *T.S. E.S.* his said Son and Heir apparent, or the said *H. S.* the Son, or any the Son or Sons, Heirs Male, or Issue Male, of the several bodies of the said *T.S. H.S.* or of the said *H. S.* the Son, or any the said Issues Males of the several bodies of the said *H.* Lord *S.* or of the several Sons and Issues Males aforesaid, being then seized of the Premisses, or of any part thereof in his Demesn, as of Fee-tail, or in his Demesn of Free-hold, by force of any of the Uses or Limitations, before expressed, or any of them, and having Issue one only Daughter, and no more, of his or their body or bodies lawfully begotten, and which at the time of his or their death shall be unpreferred and not sufficiently unadvanced in Marriage by her said Father or otherwise, to have two or more Daughters of his or their bodies likewise lawfully begotten, and which at the time of his or their death shall be unpreferred or unadvanced in Marriage by her said Father, as is aforesaid; That then it shall and may be likewise lawful to and for *T.S. E.S.* his said Son, and the said *H.S.* and also to and for every, or any other the said Son or Sons, Heirs Male, or Issues Male of their or any of their several bodies; and to and for every of the said Issue Male of the several bodies of the said several Sons and Issues Male, being then seized of the Premisses, or of any part thereof, in his or their Demesn, as of Free-hold or Fee-tail, by force of any of the Uses or Limitations herein before expressed, in like manner, in or by his or their, or any of their Deed or Deeds Indented, by him or them to be Sealed and Subscribed, in the presence of 2 or more lawful Witnesses, or in or by his or their last Will and Testament in writing by him or them to be Sealed and Subscribed, & in the presence of 2 or more lawful Witnesses, by him, them, or any of them, to be pronounced or affirmed, to be his or their last Will; to appoint, limit, give, devise, and demise such and so much of the said Honours, Castles, Mannors, Lordships, Advowsons, Messuages, Lands, Tenements, and all other the Premisses, with all and singular their Appurtenances whereof he or they, or such of them so making such Deed or last Will, shall be then seized, as is aforesaid, to or for every, or any such Daughter or Daughters, or such of them, as shall be so seized, as before is mentioned, and shall so make such Deed, or last Will, as aforesaid, not exceeding the ancient Rent and yearly value of 200 l. by year, other than of the Castle of *B.* and of all the said Farms, Messuages, &c. for any other person or persons, to the Use or Uses of such said Daughter or Daughters, for their or any of their better Livelyhood, Maintenance, Education and Preferment in Marriage, for and during

Provision for Daughters unpreferred.

Limitation.

ring such time and term, and until such time and term as such said Daughter or Daughters, or other person or persons, to her or their or any of their Uses to whom such Grant, Demise, Limitation, Devise, or appointment shall be so had or made as is aforesaid, or may, or otherwise without fraud, covin, or collusion, might have lawfully (of the Rents, Issues, and Profits yearly coming, growing, arising, or renewing of the said Premisses, so to be given, granted, demised, devised, limited or appointed, or of such fines or other casualties as shall or may without fraud or covin, be received to or for the occupation or enjoying thereof or any part thereof) received, perceived and taken, and such Sum and Sums of Money as shall or otherwise might suffice to content, satisfie, and pay unto such said one sole Daughter, if there be no more of him or them, which shall or may by the true meaning of these present Indentures, and of the Uses therein limited and appointed, make such said Gift, Grant, Demise, Devise, Limitation, or Appointment at the time of his or their Death to be living and not married nor otherwise sufficiently preferred as aforesaid, the whole & just Sum of 1000 *l.* of good, &c. for and towards the Education, Livelyhood, Maintenance, and preferment in Marriage, as is aforesaid, of the same sole and only Daughter; and if there happen to be more than one, then for & until such said Daughters, or such other person or persons to whom any such Grant, Devise, Limitation, Demise, or Appointment shall be so had or made to the use of such said Daughters, or any of them as is aforesaid, shall or may, or without fraud, covin, or collusion, might have lawfully (of the Rents, Issues and Profits yearly coming, growing, arising or renewing, of or in the said Premisses, so to be given, granted, demised, devised, limited, or appointed for that purpose or intent) received, perceived and taken, such a Sum and Sums of Mony as may, or otherwise (over and above all charges and reprises) might suffice to content, satisfie and pay unto such said Daughters, of him, or them, which shall or may by the true meaning of these present Indentures, and of the Uses therein limited and appointed, making such said Grant, Demise, Limitation, or Appointment, and having more than one Daughter at the time of his or their death to be living or not married, nor otherwise sufficiently preferred, as is aforesaid, *viz.* To either and every of them the whole and just Sum of, &c. for and towards their and every of their Education, Livelyhood, Maintenance, and preferment in Marriage, or otherwise as aforesaid, so as the said Gift, Devise, Limitation or Appointment be no Incumbrances, to or for the Lands, Tenements, or Hereditaments, before limited or appointed to or for the Joynture of the said Lady *P.* or of any part or parcel thereof, or of any Lands, Tenements, or Hereditaments, to be Demised, Devised or Leased according to the form and effect of these presents, for or concerning the same Devises, Leases, or Grants, or any of them. And for the further security and sure making of all and singular, &c. and every part thereof, to be demised or letten according to the true intent and meaning of these present Indentures. It is *further* granted, condescended unto, and fully agreed by and between all and every the said parties to these presents, for them and their Heirs, and every of the said parties, doth Covenant, Grant,

Provision for Daughters.

A mutual Covenant, that the Fine and Recovery shall be to the use of the respective Leasees.

Grant, conclude, agree, to and with the other of them, their Heirs, Executors, and Administrators, and every of them by these Presents, that the said several Fines and Recoveries so before in and by these presents, Covenanted, mentioned, intended, meant, or specified to be had, made, knowledged, levied or suffered, of the Premisses, and of every or any part or parcel thereof, shall be adjudged, construed, and taken to be. And also that they the said *H.S. J.M. R. L. G.L.* and their Heirs, and the Survivor and Survivors of them, his and their and every of their Heirs, shall stand and be seized, of, for, and concerning such and so much of the said Mannors, Lands, Tenements, and other the Premisses, as shall be so demised, letten, or devised as is aforesaid, by them the said *T.S. E.S.* his said Son, and *H.S.* the Son, or any of the said Son or Sons, Heirs Male, or Issues Males, of the several Bodies of the said *T.S. E.S.* and *H.S.* or any of the said Issues Males of the several Bodies of the said several Sons, and Issues Male, being then at the time of such said Demise, Grant, Limitation or Appointment, to be had, or made as before-mentioned, seized in their or any of their Demesn as of Freehold, or Fee-tail, by force of any the Uses, Limitations, or Estates herein before-mentioned, to the use of all such and so many of the person and persons aforesaid, and of their Executors, Administrators and Assigns, to whom such Demise and Demises, Lease or Leases, Devise or Devises, for any such term or terms of years shall be made, according to the intent and true meaning of every such Demise, Lease, or Devise so thereof to be made, in such sort as shall be limited, specified, or meant, in or by such Demise, Lease, or Devise, for the person or persons to whom such Demise, Lease, or Devise, and for the Executors, Administrators and Assigns, of them and every of them; *To have and to hold*, and enjoy the things to him or them, so to be demised, leased, or devised, for and during such and so long time, or the term or terms, for the which such Demise or Demises, Lease or Leases, Devise or Devises, shall be had or made as is aforesaid: So as every such person or Persons, to whom such Demise or Demises, Lease or Leases, Devise or Devises, shall be so made and his or their Executors, Administrators and Assigns, having sufficient notice and knowledge to whom the same by the true intent and meaning of these presents, shall of right belong or appertain, shall well and truly pay, or cause to be paid to such person or persons for the time being, to whom the next and immediate Reversion, or Remainder of the thing or things, to him or them so to be demised, letten, or devised, shall during such term or terms appertain, the yearly Rent or Rents, in or by such Demise, Lease, or Devise, to be reserved or mentioned to be reserved at the day, in or by such Demise, Lease, or Devise, according to the reservation, or clause of reservation therein to be contained, to be limited or appointed, according to the true meaning of such Deed or Deeds, or last Will and Testament, in or by which such Demise, Lease or Devise shall be so made, or within one and twenty days at the furthest, next after Demand made of and for the said Rent or Rents, or such part thereof, as in respect or by reason of such Demise, Lease, or Devise, Deed or Deeds, or last Will and Testament, then shall or ought to be due and payable.

With that as for and concerning all & ſo much of the ſaid Premiſſes, as ſhall be by the ſaid *H.* Lord *S. T. S. E. S.* and *H. S.* the Son, or any of the Iſſue Male of the ſeveral bodies of the ſaid ſeveral Sons and Iſſues Male, or any of them limited, appointed, given, diſpoſed or deviſed, to or for the Joynture or Joyntures of any ſuch woman or women, for her or their Joynture, for term of the natural life of ſuch woman or women; or to or for any ſuch younger Son or Sons, Daughter or Daughters of ſuch or every ſuch of them, as by and according to the intent and true meaning of theſe preſent Indentures, and of the Uſes and Limitations therein expreſſed, is or ſhall be paid, made, provided, limited or declared; or to or for any other perſon or perſons, for their or any of their uſes, according to the purport and true meaning of ſuch Deed or Deeds, or laſt Will and Teſtament, wherein or whereby ſuch Limitation, Appointment, Gift or Deviſe ſhall be had, made or ſpecified as is aforeſaid; and after the deceaſe of every ſuch woman or women, younger Son or Sons, and after the ſatisfaction of ſuch ſeveral Sum and Sums of Mony, as to the ſaid Daughter or Daughters ſhall by the intent and true meaning of theſe Preſents, belong or appertain, and as the ſaid Uſes, Proviſions, and Limitations herein before expreſſed, by the true meaning & intent of theſe preſent Indentures, ſhall ſeverally end and determine, then to the uſe of ſuch perſon and perſons, as by the true intents and limitations, or of any of the limitations in uſe aforeſaid, ſhould or ought to have the ſame, if no ſuch limitation, Appointment, Gift or Deviſe, to or for them, or any of them, had been ſo thereof had, made, limited or appointed in any wiſe, and of and for ſuch Eſtate and Eſtates, & in ſuch order, form, courſe, nature, quality and degree; and with ſuch Remainder and Remainders thereof, over and by, and upon & under ſuch proviſoes and limitations, as the ſame perſon or perſons, by the true intent and meaning of theſe preſents, ſhould and ought to have been or remained, if no ſuch Limitation, Appointment, Gift or Deviſe, had been thereof had or made, or to or for ſuch woman or women, younger Son or Sons, Daughter or Daughters, as before in and by theſe preſent Indentures, are limited and expreſſed: And the ſaid *H.* Lord *S.* for and upon the cauſes and conſiderations aforeſaid, doth for himſelf and his Heirs, for the further ſecurity and ſure making of all and ſingular the Premiſſes, to the ſeveral uſes aforeſaid, and according to the intent and true meaning of theſe Preſents alſo covenant, grant and agree, to and with all and every the parties to theſe preſent Indentures, and their Heirs. And it is alſo further covenanted, granted and agreed, by and between all and every the ſaid parties to theſe Preſents, for them and their Heirs, and every of them, that he the ſaid *H.* Lord *S.* his Heirs and Aſſigns, and all and every other perſon and perſons, and their Heirs, which from & after the ſaid Feaſt of, &c. next coming, ſhall ſtand and be ſeized of all, or any of the ſaid Honours, Caſtles, Mannors, Lordſhips, Seigniories, Advowſons, Patronages, Meſſuages, Lands, Tenements, Hereditaments, & other the ſaid Premiſſes, with the Appurtenances, above-mentioned, and every or any part or parcel thereof, & which before the ſaid Feaſt of, &c. next coming after the date hereof, ſhall not be well and ſufficiently, by Fine or otherwiſe, conveyed and aſſured, to the ſeveral uſes, purpoſes and intents, before in theſe Preſents mentioned, or whereof no

For making ſure of Joyntures and Annuities, for younger Sons and Daughters.

That all perſons ſeiſed, or which ſhall be ſeiſed of the Premiſſes, ſhall ſtand ſeiſed to the uſes, in theſe Preſents expreſſed.

such Fine or Fines, Recovery or Recoveries, as is aforesaid, shall be before the said Feast-day of, &c. as is aforesaid, had, levied, knowledged, & suffered, of and in every part and parcel thereof, according to the said intent & true meaning of these present Indentures, shall at time and times, and from and after the said Feast-day of, &c. for the considerations herein before expressed, stand and be seized of, and in the same, and in every part thereof, to the several uses, purposes, and intents, before in these presents expressed, limited, and appointed, and in such sort, manner, form, quality, degree, nature, and condition, and of and for, and of and in such Estate and Estates, and under and upon such Provisoes, Limitations, and Authorities, and according to the true intent and meaning of these present Indentures, in such ample, large, and beneficial manner and form, to all intents, constructions, and purposes, as the same should or ought to have grown, been raised or taken, any error in case the said several Fine and Fines, Recovery and Recoveries, so before, in, and by these Presents covenanted, mentioned, intended or agreed, to be had, levied, knowledged, or suffered of the said Premisses, had been had and executed, according as before in these Presents are expressed. Provided moreover, and it is also by these presents further granted, concluded, condescended unto, and fully agreed by & between all the said parties to these present Indentures, for them and their Heirs, notwithstanding the Premisses, and notwithstanding any thing before in these presents specified, that if it shall fortune at any time or times hereafter, the said *H.* Lord *S.* the said *T.S.* the said *E.S.* or *H.S.* the Son, or any of the said Son or Sons, Heirs Male, or Issue Male, of the several bodies of them, or any of them, or any of the said Issues Male of the several bodies of the said several Sons, and Issues Male, or any of them, being then seized of the Premisses, or of any part thereof, in his or their Demesn as of Free-hold, or Fee-tail, by force, means or virtue of any of the Uses, Limitations, or Estates, herein before expressed, at any time or times hereafter, to be taken Captive or Prisoners in the time of War, or other Service of our Soveraign Lord the Kings Majesty, his Heirs or Successors, and in defence of his or their Highnesses Crown or Realm, by any forreign or adverse Prince, Power, or Force, that then, and at all times, from thenceforth, during such Captivity or Imprisonment, and before any full Ransom paid for his or their delivery, if he the said *H.* Lord *S.* and the said *T.E. E.S.* and *H.S.* the Son, or any of the Son or Sons, Heirs Male, or Issue Male, of the several bodies of them, or of any of them, or of any of the said Issue Male of the several bodies of the said several Sons and Issues Male, or any of them, being then (as is aforesaid) seized of the said Premisses, or of any part or parcel thereof, in his Demesn, as of Free-hold, or Fee-tail, and so being taken Captive and Prisoner as aforesaid, and for the payment of his or their reasonable Ransom, or any Sum or Sums of Money, for his or their delivery, shall or do, in or by his or their Deed or Deeds, Writing or Writings, knowledged and inrolled in any of the Courts of Record of our said Soveraign Lord the Kings Majesty, or his Heirs or Successors at *Westminster*, or otherwise, in or by his or their Deed or Deeds, Writing or Writings indented, by him or them to be Sealed and Subscribed, in the presence of 2 or more lawful and credible Witnesses, declare,

Proviso and liberty, that if the Grantor, or any the Issue Male, fortune to be taken prisoner, that they may sell certain Lands for the Ransom.

clare, limit, or appoint, that all and every, or any of the use or uses in these Presents limited or mentioned, of all or such of the said Honours, Castles, Mannors, Lordships, Advowsons, Patronages, Lands, Tenements, & Hereditaments, & other the said Premisses before-mentioned, with the Appurtenances, whereof such person or persons, so making such Declaration, limitation, or appointment as aforesaid, shall be then actually seized in his Demesn, as of Free-hold, or in Fee-tail, as before is mentioned, or of any of them, or of any part, parcel, or Member of them, or any of them in the whole, not exceeding the yearly value of 200 *l.* by the year, other than of the said Castle of *E.* &c. and Hereditaments whatsoever, with all and singular their, and every of their Appurtenances, ſet, lying and being in *E.* &c. and every or any of them, as is aforesaid, That then and from thenceforth, as well all and every such use and uses, and limitations, as are before in these presents mentioned, and shall happen so to be declared, limited or appointed to cease, or to be ended and determined, and all and every Estate and Estates, Interest and Interests, had, made, raised or wrought, by reason, means, or in respect of these presents, or of any the several Fine or Recoveries, Clauses or Articles above mentioned, or any of them, or otherwise than for and concerning the said Leases and Joyntures, provided, intended, or limited to be had and made as aforesaid, and either of them shall cease and determine, and otherwise be meerly and utterly annihilated and made void, for and concerning such, and so much of the said Honours, Castles, Mannors, Messuages, Lands, Tenements, and other the said Premisses, and every part thereof, whereof the said use or uses, shall be so declared, limited, or appointed to cease, or to be altered, avoided, ended and determined, in manner and form aforesaid, and not otherwise, saving and excepting such Use and Uses, Estate and Estates, Devise and Devises, Lease and Leases, Demise and Demises, Appointments or Limitations, or any term or terms of year or years, or for the life or lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall according to the true intent of these Presents, be made, limited or appointed by them the said *H.* Lord *S. T.S. E.S.* and *H.S.* the Son, or any of the said Son or Sons, Heirs Male, or Issue Male, of their, or any of their several Bodies, or by any of the said Issues Male of the several Bodies of such said Son or Sons, or Heirs Male, being then seized in his or their Demesn as of Fee-tail, or Free-hold, of or in the said Premisses as aforesaid, or of any part or parcel thereof: And that then, and from thenceforth, the said several Fines and Recoveries so to be had, levied and suffered of the said Premisses, whereof the Use or Uses aforesaid, shall be so declared or appointed, to cease, shall be, and shall be adjudged, construed, and taken to be. **And likewise**, that they the said *H.S. J.M. L.L.* and *G.L.* and their Heirs, and the Survivor and Survivors of them, and his and their Heirs, shall from thenceforth stand and be seized of such of the said Premisses, whereof the use or uses aforesaid, shall be so declared or appointed to cease, and of every, or any part or parcel thereof, to the only use and behoof of such of them the said *H.* Lord *S. T.S. E.S.* and *H.S.* or any other Son or Sons, or Issue Male, of their or any of their several Bodies, or any the Issue Male of the several Bodies of the said several Sons,

Exception.

Other Exceptions.

Sons and Iſſue Male, as ſhall ſo then ſtand or be ſeized, in his or their Demeſn, as of Free-hold or Fee-tail, of or in the Premiſſes, or any part thereof, and ſhall ſo make ſuch Declaration, Limitation, or Appointment, for the ending and determining of the Uſes before in theſe Preſents limited, of the ſaid laſt recited or mentioned Premiſſes, their Heirs and Aſſigns for ever, to that intent and purpoſe only, that it ſhall and may be lawful to and for them, and any of them, ſo being taken Captive and Priſoner, and making ſuch Declaration, Limitation, or Appointment, for the ceaſing and ending of the ſaid Uſes, in manner and form aforeſaid, and every or any of them. **And likewiſe** alſo that they, or ſuch of them as ſhall make any ſuch Declaration or Appointment, for ſuch ending and determining of the Uſes aforeſaid, to be had or made, as is aforeſaid, ſhall have full Authority and power, freely, clearly and abſolutely to bargain, alien, ſell and convey ſuch and ſo much of the Premiſſes, whereof he or they ſhall be then ſeized as is aforeſaid, not exceeding the value of 200*l.* by the year (except laſtly excepted) as whereof ſuch Declaration, Limitation or Appointment, for the ending or determining of the Uſes before in theſe preſents raiſed or limited, or any part or parcel thereof, ſhall be ſo had or made as aforeſaid, or otherwiſe the Reverſion or Reverſions, Remainder or Remainders thereof, to any perſons or perſons whatſoever, in Fee-ſimple, Fee-tail, or any other Eſtate whatſoever, ſaving and always excepting and reſerving, that ſuch ſaid Bargain, Sale, Grant, Conveyance and other Aſſurance ſo thereof to be made, for the payment of ſuch ſaid Ranſom, or Sum or Sums of Mony, for the ſame purpoſe or intent, be not, or may not be adjudged, conſtrued, or taken to be prejudicial or hurtful to any Eſtate or Eſtates, Demiſe or Demiſes, Leaſe and Leaſes, Deviſe and Deviſes, Appointment or Limitation of any term of years, or of life or lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as ſhall then before have been, according to the true intent of theſe preſents, thereof made, limited or appointed to them, or any of them, in any wiſe. *Revocation.* **Provided likewiſe**, and moreover it is by theſe preſents finally concluded, covenanted, granted, condeſcended unto, and agreed by and between all the ſaid parties to theſe preſents, for them and their Heirs, notwithſtanding the limitations, declarations, and creating of the uſe or uſes, in or by theſe preſents, as is aforeſaid. *And* notwithſtanding any thing before in theſe preſents, That if the ſaid *H.* Lord *S.* at any time or times hereafter, in or by his Deed or Deeds in Writing or Writings, indented, knowledged and inrolled in any of the Courts of Record of our ſaid Sovereign Lord the Kings Majeſty, his Heirs or Succeſſors, declare, limit or appoint, that all and every the uſe and uſes, or any of the uſe or uſes, in theſe preſents before limited or mentioned of all the ſaid Honours, Caſtles, Manors, Lordſhips, Advowſons, Lands, Tenements and Hereditaments, and other the Premiſſes before-mentioned, with their Appurtenances, or of any of them, or of any part, parcel, or member of them, or any of them ſhall ceaſe, or in any wiſe or ſort whatſoever be annihilated, altered, abridged, made void or determined, that then, and at all times thenceforth, and ſo often, as well all and every Uſe and Uſes ſo to be declared, limited or

appointed

appointed to ceaſe, or to be altered, abridged, or made void and determined and all and every eſtate and intereſt, eſtates & intereſts, had, made, raiſed or wrought, or to be had, made, raiſed or wrought, by reaſon or in reſpect of theſe Preſents, or of any the ſeveral Fines, Recovery or Recoveries above-mentioned ſhall acordingly ceaſe, determine and be annihilated, altered, abridged, made void and determined, for and concerning ſuch, and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and of all other the ſaid Premiſſes, whereof the ſaid ſeveral Fines afore-mention'd are Covenanted to be levied as aforeſaid, whereof the ſaid Uſe or Uſes ſhall be ſo declared, limited or appointed to ceaſe, or to be altered, abridged or made void and determined, ſaving and excepting ſuch Uſe and Uſes, Deviſe and Deviſes, Leaſe and Leaſes, Demiſe and Demiſes, Appointment or Limitation of any term or terms, as is, or ſhall be made according to the form and effect of theſe Preſents, by the ſaid *H.* Lo. *S.* and alſo ſuch uſe and uſes, eſtate and eſtates, as are appointed or limited by theſe Preſents, for or during the natural life of the ſaid La. *P.* as are before in and by theſe Preſents, or at any time ſhall then before be had, limited or appointed, to or for the ſaid Joynture of the ſaid La. *P.* *And* alſo, that the ſaid ſeveral Fines and Recoveries ſo to be had, made, levied, knowledged, ſuffered or executed by the ſaid *H.* Lo. *S.* and all and every other Fine and Fines, Conveyance and Conveyances to be had or made thereof, or of any part thereof ſhall be, and ſhall be adjudged, conſtrued and taken to be. *And* alſo, that they the ſaid *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and of every of them, and their and every of their Heirs and Aſſigns, and every of them ſhall ſtand and be ſeiſed of, and in ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Fees, Advowſons, Meſſuages, Lands, Tenements and Hereditaments, and of all other the ſaid Premiſſes, or of any of them, whereof the uſe or uſes aforeſaid, or any of them, or any ſuch uſe or uſes, as is aforeſaid, ſhall be ſo declared, limited or appointed to ceaſe, or to be altered, abridged or made void, and determined, to and for the only uſe and behoof of the ſaid *H.* Lo. *S.* and of his Heirs and Aſſigns for evermore, ſubject and charged always notwithſtanding to and with ſuch Leaſe and Leaſes, Demiſe or Demiſes, as the ſaid *H.* Lo. *S.* ſhall hereafter grant or limit to any perſon or perſons, according to the form and effect of theſe preſents, and to and with the Uſes, Intereſts, and Eſtates before limited or meant, or intended to be, to and for the ſaid La. *P.* her Joynture as is aforeſaid. *But* yet notwithſtanding, if at any time or times hereafter, the ſaid *H.* Lo *S.* in or by his Deed or Deeds, Writing or Writings, knowledged and inrolled in any Court of Record of our Sovereign L. the King Majeſty, his Heirs or Succeſſors, ſhall give, declare, diſpoſe, limit or appoint all and ſingular the ſaid Honours, Caſtles, Mannors, Lands, Tenements, Rents, Reverſions and Hereditaments, & all other the ſaid Premiſſes whereof the ſaid ſeveral Fines are before Covenanted to be levied as aforeſaid, or any of the ſame, or any part thereof, or any Uſe or Uſes, Eſtate or Eſtates, Poſſeſſion or Intereſt, of or in the ſaid Honours, Caſtles, Mannors, Meſſuages, Lands, Tenements and Hereditaments and Premiſſes, or of or in

Covenant to be ſeized to the former uſes.

any part thereof, to or for any perſon or perſons, or in any ſort whatſoever. That then and from thenceforth the ſaid ſeveral Fine and Fines, Recovery and Recoveries, to be had, levied, knowledged or ſuffered, by or for the ſaid *H.* Lord *S.* and the ſaid *H.S. J.M.* or by or for the Survivor and Survivors of them, ſhall be, and ſhall be adjudged, conſtrued and taken to be. And alſo, that they the ſaid *H.S. J.M. R.L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and their and every of their Heirs, ſhall ſtand and be ſeized for, and in ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Lands, Tenements, Hereditaments and Premiſſes, or of any of them, as of, for or concerning the which, any ſuch Gift, Diſpoſition, Declaration, Limitation or Appointment, in or by ſuch Deed or Deeds inrolled, ſhall be ſo had or made by the ſaid *H.* Lord *S.* to and for ſuch Uſe or Uſes, and to the uſe of ſuch perſon and perſons, and of and for ſuch Eſtate and Eſtates, Intereſt and Intereſts, and in ſuch nature, quality and degree, and upon and under ſuch Condition and Conditions, Limitations and Proviſoes, and in ſuch ſort, manner and form, as in, or by ſuch Deed or Deeds inrolled, ſhall be of, for or concerning the ſame limited and appointed, declared or expreſſed by the ſaid *H.* Lord *S.* whether the Uſes, Eſtates, or any Uſe or Eſtate of, or in the Premiſſes, or any part thereof before, in and by theſe Preſents are mentioned, be in, or by ſuch Deed or Deeds inrolled, by any expreſs word, matter or thing contained therein, declared, limited, or appointed to ceaſe or to be annihilated, altered, abridged, made void and determined, or not, and yet the ſaid other Uſe and Uſes, Eſtate and Eſtates, ſo to be diſpoſed, declared, deviſed, limited or appointed, by the ſaid *H.* Lord *S.* in or by ſuch Deed or Deeds inrolled, to be notwithſtanding, and always ſubject and charged to and with the Uſe and Uſes, Intereſt and Eſtate before by theſe Preſents, or at any time before the making of theſe Preſents, limited or meant, to or for the ſaid Lady *P.* for her Joynture as aforeſaid, and to and with every ſuch Leaſe and Leaſes, as ſhall be made by the ſaid Lord *S.* according to the intent and true meaning of theſe preſent Indentures, any thing, matter or clauſe in theſe preſent Indentures contained, to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

Popham, Egerton, Cooke, Brograve, Atkinſon, Godfrey, Heſketh, Owen.

A Settlement of an Eſtate with a Power of Revocation.

THis Indenture, &c. Between *G. B.* &c. of the one part, and *P.W.* &c. and *W.B.* &c. of the other part, Witneſſeth, That the ſaid *G.B.* for divers good and weighty Conſiderations, him thereunto moving, and eſpecially to the end, intent and purpoſe, that all and ſingular his Mannors, Lands, Tenements and Hereditaments, heretofore not conveyed or aſſured by the ſaid *G.B.* to remain and continue (or after the deceaſe of the ſaid *G.B.* unto the Name and Blood of the ſaid *G. B.* ſhall and may accrue) and come after

Conſideration.

after the decease of the said *G.B.* unto the Heirs Male of his body, lawfully issuing; and for default of such Issue, then to the several brothers, and next Heirs Males of the said *G.* as is hereafter limited in and by these Presents, with the liberty nevertheless for the said *G.B.* freely and clearly to dispose, change or alienate the Premisses, or any part thereof, for any Estate or Estates whatsoever, and to revoke, recal all and every the use and uses hereafter in these Presents limited, mentioned, appointed, or any of them, as in and by these presents hereafter more fully appeareth; hath covenanted, granted, declared and agreed, and by these Presents, for him, his Heirs and Assigns, doth covenant, declare, grant and agree to and with the said *P.W.* and *W.B.* their Heirs and Assigns, that he the said *G.B.* shall and will, from and after the day of the date of these present Indentures, and before the Feast-day of *E.* which shall be in the year of our L. God 1663. acknowledge and levy 2 or more Fines, with Proclamations, according to the course of Fines used within the Counties Palatines of *C.* and *L.* before his Majesties Justice or Justices of Assize in that behalf lawfully authorized, or before some other person or persons in that behalf lawfully and sufficiently authorized unto them the said *P.W.* and *W.B.* and the Heirs of one of them, or unto some other persons and the Heirs of one of them, and by such name or names in that behalf, as by the said *P.W.* and *W.B.* Council learned shall be reasonably required of all and singular the Mannors, Lordships, Lands, Tenements and Hereditaments of the said *G.B.* situate, lying and being within the said several Counties of *C.* and *L.* and heretofore not conveyed or assigned to and for the Joynture of *K.B.* the now wife of the said *G.* both the remainders thereupon limited, declared and appointed the particulars of such Lands so assured in Joynture do appear in or by one Indenture in that behalf only had or made by the said *G. B.* And the said *G.B.* doth for him, his Heirs and Assigns covenant, grant, limit, declare and agree to and with the said *P.W.* and *W.B.* their Heirs and Assigns, that as well the said Fine and Fines so to be hereafter acknowledged & levied as aforesaid; as also that all and every other Fine and Fines in any wise acknowledged or levied by the said *G.B.* at any time, from and after the day of the date of these present Indentures, and before the Feast of *E.* which shall be in the year of our Lord God 1663. unto any person or persons of all or any the said residue of the said Mannors, Lordships, Lands, Tenements or other Hereditaments of the said *G.B.* and the Estate and Execution thereof shall be, and that all and every the said Conusees, and their Heirs, shall from & after the levying and execution of the said Fine or Fines, immediately stand & be seized of all and every the Mannors, Lordships, Lands, Tenements, & other the Hereditaments therein comprised, or to be comprised, according to the true intent and meaning of these presents, to the only uses, intents and purposes, and under and upon the Provisoes, Limitations, Conditions, and Agreements hereafter mentioned, and to no other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said *G. B.* and the Heirs Male of his body lawfully begotten, and to be begotten, and for default of such Issue, then to the use and behalf of *E. B.* Brother of the said *G.* and the Heirs Male of his body lawfully begotten, or to be begotten, and

To levy a Fine.

All Assurance, to be to the uses in these Presents.

The uses.

for default of such Issue, then to the use of *J.B.* one other Brother of the said *G.B.* and of the Heirs Male of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of *L.B.* one other Brother of the said *G.B.* and of the Heirs Male of his body lawfully to be begotten; and for default of such Issue, then to the use and behoof of the said *G.* his Heirs or Assigns for ever. **Provided always** nevertheless, and it is fully agreed between the said Parties to these presents, that the use and intent of the said Fine or Fines is, and so for ever shall be reputed and termed so to be, that it shall and may be lawful to and for the said *G.B.* at any time or times, during his natural life by any his Deed or Deeds in Writing, as well to limit, convey, appoint, lease or assure all or any the Mannors, Lordships, Lands, Tenements, and other the Hereditaments, so comprised or to be comprised in the said Fine or Fines, or any part or parcel thereof unto any other person or persons, their Heirs, Executors, or Assigns, for any term, Freehold, or other Estate or Estates whatsoever, upon Condition, Limitation, or otherwise, by any his Deed or Act in writing, under his Hand and Seal, or by his last Will and Testament in Writing published in the presence of lawful Witnesses, simply and absolutely at his will & pleasure, notwithstanding any the said Use & Uses in these presents formerly limited or appointed, as also by any his like Deed or Deeds in writing or such last Will, as aforesaid, to grant to any person or persons, their Heirs, Exec. or Assigns, or to any of them to any use or uses whatsoever, any annual or yearly Rent or Rent-charge, or otherwise to be issuing and going out of all and singular the said Mannors, Lordships, Lands, Tenem. or Hereditaments, so comprised or to be comprised, in the said Fine or Fines, or out of any part thereof, for any term, time, Estates or Estate whatsoever, upon any Condition, Limitation, or otherwise, simply and absolutely at his will and pleasure, as to the said *G.* shall in any wise hereafter seem expedient or convenient. **And** it is likewise agreed, by & between the said parties to these Presents, That the said Conusees and their Heirs, shall stand and be seized from time to time, and at all times respectively and severally, as well from and after such Limitation, Conveyance, Appointment or Assurance of the said Premisses, or of any parcel thereof, so to be had or made by the said *G.* as aforesaid, of such and so much of the said Premisses, as by him shall be so limited, conveyed, appointed, leased, declared or assured as aforesaid, unto the use of such person or persons to whom the said *G.* shall so limit, convey, appoint, declare, lease or assure the Premisses, or any part thereof as aforesaid, for such Terms, Estate and Estates whatsoever, and in such manner, form and condition, as the said *G.B.* shall by his said Deed or Deeds, so limit, will, convey, appoint, leale, declare or assure the Premisses, or any part thereof, and afterwards then to the several use or uses before in these presents limited and appointed, as also shall likewise stand and be seized to the use, intent and purpose, that all & every such person or persons, their Heirs, Executors and Assigns, to whom the said *G.B.* shall hereafter by any of his Deed or Deeds, or by his last Will and Testament in writing, limit, appoint, grant, declare or bequeath any annual or yearly Rent, or Rent-charge, or otherwise, to be issuing or going out of all or any the said Mannors, Lordships,

Proviso for the Grantor to make any Estates of the Premisses.

The Conusees to stand seized to the use of such persons to whom such Estates shall be made, during their Estates.

ſtips, Lands and Tenements, and other Hereditaments ſo compriſed or to be compriſed in the ſaid Fine or Fines, or out of any part thereof, ſhall and may annually and yearly have, perceive, and receive all and every ſuch annual or yearly Rent and Rents, to him or them limited, appointed, granted, declared or bequeathed at ſuch days and times, and for ſuch Term, Eſtate and Eſtates whatſoever, and in ſuch manner and form, as by ſuch ſaid Limitations, Appointment, Grant, Declaration, Requeſt, or by the true intent or meaning thereof, ſhall be in any ſort limited, mentioned, appointed, or declared. **Provided** nevertheleſs, and upon Condition, & the uſe and intent of the ſaid Fine and Fines, and the Execution thereof is, and ſo for ever ſhall be taken to be, That if the ſaid *G.B.* at any time and times hereafter, ſhall be minded or determined to revoke, repeal and make void all or any the Uſe or Uſes formerly in or by theſe preſents limited or appointed unto the ſaid *E.B. J.B.* and *R.B.* or unto any of them, or unto any of their Heirs Males of their or any of their ſeveral bodies aforeſaid, and hereupon ſhall ſignifie or publiſh by any his Deed or Deeds in Writing, ſealed and delivered, or by his laſt Will and Teſtament in Writing by him publiſhed, in the preſence of two Witneſſes, ſuch his purpoſe and determination, to revoke and recal, and ſhall and do thereby likewiſe recal all and any the ſaid Uſes, or any the Eſtate or Eſtates thereby, or by the means hereof inveſted, or to be inveſted in the ſaid *E.B. A.B.* and *R.B.* or any of them, their or any of their Heirs Males of their bodies, that then and from thenceforth all and every ſuch Uſe and Uſes, Eſtate and Eſtates, as he the ſaid *G.B.* ſhall ſo ſignifie or publiſh by his Deed or Deeds, or laſt Will as aforeſaid, that he is ſo purpoſed to revoke and recal, and which he the ſaid *G.B.* ſhall ſo revoke and recal, ſhall immediately ceaſe, be void, fruſtrate, and of no longer effect or continuance in the Law, as if the ſaid Uſe or Uſes, Eſtate or Eſtates, ſo revok'd or recall'd, or ſignified to be revok'd or recall'd, had never been mentioned or limited in theſe preſent Indentures, any limitation of uſe or uſes in theſe Preſents, or any the Grant, Execution, making or declaring of any Eſtate or Eſtates by livery or otherwiſe before ſuch ſaid revocation, recalling or alteration, or any matter or thing whatſoever to the contrary notwithſtanding. **In Witneſs**, &c.

Power of Revocation.

Tildeſley.
Davenport.

A ſettlement of an Eſtate by Fine after a Sum of Mony paid by the Grantor, (the uſe of which Fine is declared to be to the uſe of the perſon to whom the mony was payable) and after the Mony paid to ſettle the Eſtate upon the Grantor, &c.

THis **Indenture** tripartite, &c. between *R.H.* and *K.* his Wife of the firſt part, *A.B.* on the 2 d. part, and *C.D.* on the 3 d. part; **Witneſſeth**, That the ſaid *R.H.* & *K.* his wife, for and in conſideration of the Sum of, &c. by *R.S.* of, &c. in the County of *L.* Eſq; before the ſealing and delivering

of these presents paid, &c. whereof they acknowledge themselves to be fully satisfied thereof, and every part thereof, do clearly acquit, exonerate & discharge the said *R.S.* his Heirs, Executors and Administrators for ever, and by these presents do covenant, promise, & grant for themselves, their Heirs, Executors and Administrators by these Presents, to and with the said *A.B.* and *C.D. &c.* that they the said *R.H.* and *K.* his wife, and the Heirs of the said *R.* shall and will on this side, and before the Feast of *E.* next ensuing after the date of these presents, by Fine with Proclamations in due form of Law to be acknowledged and levied before the K. Majesties Justice or Justices at *L.* for the time being, lawfully and sufficiently convey and assure, or cause to be conveyed & assured unto the said *A.B.* and *C.D.* or to the Survivor of them, and to the Heirs of the one of them for ever, all and singular, that the part, purparty and portion, which to the said *R.H.* now or at any time heretofore appertained, of or within the Mannor or reputed Manner of *C.* or of or in the Rights, Members and Appurtenances thereof in the said County of *L.* and all that Capital Messuage and Tenement in *C.R.* aforesaid, commonly called the Park-hall, and all and every the Houses, Edifices, Buildings, Orchards, Gardens, Lands, Tenem. and Hereditaments, situate in *C.* and *W.* and in either of them, to the aforesaid capital Messuage & Tenem. in any wise appertaining, or therewithal now or at any time heretofore used, occupied, reputed or enjoyed, as part or parcel thereof, or as thereunto in any wise belonging, and all and singular other the Messuages, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Commons, Common of Pasture, & Turbary, Rents, Reversions, Services, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their and every their Appurtenances of the said *R. H.* situate, lying and being in *C.* aforesaid, *B.* and *G.* and in every or any of them in the said County of *L.* in whose hands & possession soever the same be, or shall be, whereof or wherein the said *R.* now hath, or at any time heretofore had any Estate or Inheritance whatsoever. And also all and singular the Messuage, Cottages, Lands, Tenem. and Hereditaments whatsoever, with their and every of their Appurtenances of the said *R.* situate and being in *C.* in the said County of *L.* hereafter mentioned or specified, &c. one other Cottage and certain Lands and Hereditaments, with the Appurtenances therewith occupied, now or late in the tenure or occupation of *W.C.* or his Assigns, of the yearly Rent of 2 *s.* 2 *d.* with divers other Cottages, &c. It is granted and agreed by and between all and every the said parties to these presents, for themselves, their Heirs and Assigns, by these presents; and also the said *R.* and *K.* his Wife, for themselves, their Heirs and Assigns, do covenant, grant, declare, limit, and agree, to and with the said *R.H.* and *C.D.* their Heirs and Assigns, by these Presents, that the said Fine to be knowledged and levied of and in the said Hereditaments and Premisses as aforesaid, and the Execution thereof, and the Estate, Right, Title, Interest, and Possession of them the said *A.B.* and of the Heirs of such of them to whom the Inheritance of or in the Premisses, shall be limited in & by the said intended Fine, & of the Survivor of them, and his Heirs, of and in the said Hereditam. and Premisses, shall be, and so for ever shall be adjudged and taken to be. And also that they the said *A.B.* and

To levy a Fine.

No Fine to be to the uses in these Presents.

and the Heirs of ſuch one of them, to whom the Inheritance of the ſaid Premiſſes ſhall be limited in or by the ſaid intended Fine, and the Survivor of them & his Heirs, ſhall ſtand and be ſeized of, and in all and ſingular the ſaid Hereditaments and Premiſſes, & of every part thereof, with the Appurt. to and for the uſes, intents & purpoſes, & under and upon the Proviſoes, Limitations, Conditions & Agreements, hereafter in theſe preſents mentioned, and to no other uſe, intent or purpoſe whatſoever: That is, to wit, to the uſe and behoof of the ſaid *C. D.* & *G.* & their Heirs, under and upon the Proviſo, Limitation, Clauſe, Condition & Agreement, nevertheleſs hereafter in theſe Preſents mentioned and contained. **Provided always**, & upon Condition, and the further uſe and intent of the ſaid intended Fine, and of the Eſtate thereby to be had or made, of and for all and every the ſaid Hereditam. and Premiſſes, is, and ſo for ever hereafter ſhall be taken to be, that if the ſaid *R.* his Heirs, Exec. Adminiſtrators or Aſſigns, or any of them, ſhall and do well and truly ſatisfie, tender or pay, or cauſe to be well and truly ſatisfied, tendred or paid unto the ſaid *R. S.* his Executors, Adminiſtrators or Aſſigns, or any of them, the full Sum of, &c. the ſaid ſeveral tenders or payments to be had and made, in manner and form aforeſaid, at or in the now dwelling-houſe of the ſaid *R. S.* commonly called or known by the name of *S.* that then & from thenceforth, as well all and every the ſaid Uſe & Eſtate of the ſaid *C. D.* their and either of their Heirs and Aſſigns, of and in all and every the ſaid Hereditaments and Premiſſes, ſhall forthwith ceaſe and be utterly fruſtrate and void, any thing in theſe Preſents to the contrary notwithſtanding. As alſo, that immediately after the ſaid Sum ſhall be ſo lawfully tendred, ſatisfied or paid as aforeſaid, the ſaid Fine ſo intended to be limited as aforeſaid, & the Eſtate thereby in any wiſe to be had or made, ſhall be, & ſo for ever hereafter ſhall be taken to be, of and in all and every the ſaid Hereditaments and Premiſſes, to the uſe and behoof of the ſaid *R. H.* & *K.* his wife, for and during their natural lives, & for and during the natural life of the longer liver of them, and from and after their deceaſes, then to the uſe and behoof of the Heirs Male of the body of the ſaid *R.* upon the body of the ſaid *K.* lawfully begotten and to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the Heirs Male of the body of the ſaid *R. H.* lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the right Heirs of the ſaid *R. H.* for ever, any thing in theſe Preſents, or otherwiſe, to the contrary thereof notwithſtanding. **And** the ſaid *C.* and *D.* do covenant and grant to and with the ſaid *R. H.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe preſents, That if *A. S.* the now wife of the ſaid *R. S.* and Mother of the ſaid *R. H.* ſhall happen to deceaſe before default of payment of the ſaid Sum of, &c. ſhall happen to be made, that then from and after her deceaſe, the ſaid *R. H.* and his Aſſignee or Aſſigns, ſhall and may at all times hereafter, peaceably and quietly have, hold, occupy and enjoy all and ſingular the ſaid Hereditaments and Premiſſes, and every part thereof, with the Appurtenances, for and during ſuch only time, and until that the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns, ſhall make default of or in payment of the ſaid Sum, in the ſaid Proviſo or Condition of Redemption before-mentioned or ſpecified, or of any part thereof,

Proviſo, that if the Grantor pay the Mony, the Fine is to be to his uſe.

until default of payment quietly to enjoy.

contrary to the tenor and true intent & meaning thereof, without any the let, trouble, moleſtation, diſturbance, interruption, or eviction of the ſaid *C.* and *D.* or of either of them, their or any of their Heirs or Aſſigns, or of any other perſon or perſons whatſoever, claiming by, from, or under them or any of them. *And* the ſaid *R. H.* and *K.* his wife, for them, their Heirs, Executors, and Adminiſtrators, do Covenant, and Grant, to and with the ſaid *C. D.* their Heirs and Aſſigns by theſe preſents, and to and with every of them That if the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall make default of or in the payment of the ſaid Sum of &c. or of any part thereof, contrary to the tenor and true meaning of the ſaid Proviſo, Clauſe, Condition of Redemption or Agreement before mentioned, that then and from thenceforth all and ſingular the ſaid Hereditaments and Premiſſes, and every part thereof with the Appurtenances, ſhall and may remain, continue, and be unto the ſaid *C.* and *D.* their Heirs and Aſſigns for ever, free, clear, and clearly acquitted, exonerated, & diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs by the ſaid *R. H.* his Heirs, Executors Adminiſtrators, or Aſſigns of, for, from, and concerning all and every former and other Bargains, Sales, Giſts Grants, Leaſes, Premiſſes, and Agreements, Eſtates, Joyntures, Dowers, Titles of Dower, Statute, Recognizances, Judgments, Executions, Condemnations, and of and from and concerning all and every other Charges, Titles, Troubles and Incumbrances whatſoever, heretofore committed, had, made, done, knowledged, levied, ſuffered, or executed or hereafter to be committed, had, made, done, knowledged, levied, ſuffered, or executed by the ſaid *R. H.* his Heirs or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, having or lawfully claiming to have any Eſtate, Right, Title, Intereſt, Claim or Demand whatſoever, of, in, or to the ſaid Hereditaments & Premiſſes, or, of, in, or to any part or parcel thereof, by, from, or under the ſaid *R. H.* and *K.* or either of them, or by, from, or under the Heirs or Aſſigns of the ſaid *R. H.* in any wiſe. Leaſes heretofore made by the ſaid *R. H.* before the Feaſt day of St. *M.* laſt paſt date hereof, or of all or any part of the ſaid Hereditaments & Premiſſes, to any perſon or perſons, for 3 lives, or under, or for term of 21 years or under, whereupon the old, ancient & accuſtomed Rents and Services are reſerved, & ſhall be due and payable during the ſame ſeveral Terms, and the Joyntures of *A. S.* now wife of the ſaid *R. S.* and Mother of the ſaid *R. H.* only and ever foreprized and excepted. **And further alſo,** That the ſaid *C.* & *D.* their & either of their Heirs and Aſſigns, and every of them, at all times from and after the non-payment or default of payment of the ſaid Sum of, &c. contrary to the tenor and true meaning of the ſaid Proviſion, Clauſe, Condition of Redemption or Agreement before mentioned, if any ſuch default ſhall happen, ſhall and may peaceably and lawfully, and quietly have, hold, and enjoy all and every the ſaid Hereditaments and Premiſſes, and every part thereof, with the Appurtenances, diſcharged or ſaved harmleſs as aforeſaid, and without any Let, Trouble, Suit, Diſturbance, Interruption or Eviction of the ſaid *R. H.* his Heirs or Aſſigns, or of any of them, or any other perſon or perſons whatſoever, having or lawfull claiming to have any Eſtate, Right, Title, or Intereſt, of in or to the ſaid Hereditaments & Premiſſes, or of, in or to any part or

If default be made the Premiſſes to remain to the Grantees.

Diſcharged of Incumbrances.

Exception.

The Grantees after ſuch default quietly to enjoy.

or parcel thereof, by, from or under them, or any of them, except before, and in manner and in form only before excepted. And further alſo, That he the ſaid *R. H.* and *K.* his Wife, and the Heirs of the ſaid *R H.* ſhall and will from time to time and at all times, during, and within the ſpace of 7 years next enſuing, after ſuch non-payment, or default of payment to be had made, or happening of the ſaid Sum, &c. or of any part thereof, at any of the ſaid ſeveral days, times or places before mentioned, at and upon the reaſonable requeſt, coſts and charges in the Law of the ſaid *R. S.* his Heirs or Aſſigns, do make, knowledge, levy, ſuffer and execute, and cauſe to be done, made, knowledged, levied, ſuffered and executed, all and every ſuch further Act and Acts, Thing and Things, Deviſe or Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further, better, & more aſſured ſurety, ſure making, conveying, and aſſuring of all and ſingular the ſaid Hereditaments and Premiſſes, and of every part thereof, and of the Reverſion & Reverſions, Remainder and Remainders thereof, and of all his and their Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in, and to the Premiſſes, and of every part thereof, with the Appurtenances, unto, or for the only, proper and abſolute uſe and behoof of the ſaid *C.* and *D.* and of their Heirs & Aſſigns for ever, be it either by Fine, Feoffment, Recovery with Voucher or Vouchers over, Deed or Deeds, inrolled or not inrolled, Releaſe, with warranty againſt the ſaid *R. H.* his Heirs and Aſſigns, except only, and in manner and form aforeſaid excepted, or otherwiſe without Warranty, Confirmation, or by all or any of the ſaid ways or means, or by any other lawful ways or means whatſoever, as by the ſaid *R. S.* his Heirs or Aſſigns, or his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed or adviſed, ſo that for the doing, making, knowledging, or executing thereof, they or any of them be not enforced to travel alone the diſtance of ten Miles, from ſuch place or places, where he or they reſpectively ſhall be abiding or dwelling at the time of ſuch Requeſt or Requeſts ſo to be made. And it is *further* agreed, That if it ſhall happen to be comprehended or contained, by or by reaſon or means of the number or contents of Acres to be mentioned in ſuch ſaid intended Fine, any Meſſuages, Lands or Hereditaments, other than the ſaid covenanted, intended Hereditaments, ſo formerly agreed in or by theſe preſents, to be contained as aforeſaid. That the ſaid Fine, & the Eſtate thereby to be had or made, for ſuch and ſo much only of the ſaid other Hereditaments, not being parcel of the ſaid Hereditaments & Premiſſes ſo covenanted & agreed in or by theſe preſents to be aſſured or conveyed as aforeſaid, as ſhall happen by means of ſuch Surpluſage of Acres, to be compriſed in or by ſuch ſaid intended Fine, ſhall be, & ſo for ever ſhall be taken and be to the uſe and behoof of the ſaid *R. H.* and *K.* his wife, for and during their natural life, and for and during the natural life of the longer liver of them; and after their deceaſe, then to the uſe of the Heirs Male of the body of the ſaid *R. H.* upon the body of the ſaid *K.* lawfully begotten and to be begotten; and for default of ſuch Iſſue, then to the uſe of the Heirs Male of the body of the ſaid *R. H.* lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the right Heirs of the ſaid *R. H.* for ever. In Witneſs, &c. *Walmyſley, Davenport.*

If by reaſon of the number of Acres to be contained in the Fine, any Lands other than were agreed, ſhall be put in, the Fine as to ſuch ſurpluſage of Land, ſhall be to the uſe of the Grantors.

Settlement

Settlement of an Eſtate after a Marriage had.

THis Indenture Tripartite, made, &c. between *L.S.* of, &c. of the firſt part; *R.S.* great Coſin and Heir apparent of the ſaid *L.* of the 2 d. part; *W. E.* and *E. J. &c.* of the 3 d. part, Witneſſeth, That whereas a Marriage was and hath been heretofore duly ſolemnized and conſummated by and between the ſaid *R. S.* and *M.* now his Wife, one of the Daughters of the ſaid *E. J.* And whereas certain Conveyances and Aſſurances were and have been heretofore had and made, of the Mannors, Meſſuages, Lands, Tenements, and Hereditaments hereafter in theſe Preſents mentioned or ſpecified, to the Uſes declared, contained or ſpecified, in and by certain Indentures, bearing date the 4th day of *A. &c.* made betwixt the ſaid *L.S.* of the one part, and the ſaid *E. J.* of the other part, as by the ſame Indentures and Conveyances more fully and at large appeareth. And whereas alſo it is now concluded and agreed by and between all and every the ſaid parties to theſe Preſents, for themſelves, their Heirs and Aſſigns, by theſe Preſents, That all and every the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments hereafter mentioned or ſpecified, ſhall from henceforth remain, continue and be ſo to the ſeveral and only uſes, behoofs, intents, purpoſes, and under and upon the Liberty, Limitations, Proviſoes, & Agreements hereafter in theſe preſents mentioned or ſpecified, notwithſtanding any the ſaid mentioned Conveyances and Aſſurances, or any the Uſe or Uſes, or Limitations therein, or in any of them contained, or any other matter or thing whatſoever to the contrary notwithſtanding. And therefore it is covenanted, concluded and fully agreed, by and between all and every the ſaid parties to theſe Preſents, for themſelves their Heirs, Executors, Adminiſtrators and Aſſigns, in manner and form following. And firſt, the ſaid *L.S.* and *R.S.* for themſelves, their Heirs, Executors, and Adminiſtrators, do covenant, grant and agree, to and with the ſaid *W.D. &c.* and *E J.* their Heirs, Executors and Adminiſtrators by theſe preſents, that they the ſaid *L.S.* and *R.S.* and their Heirs, or the Survivor of them, and his and their Heirs, ſhall and will on this ſide, and before the Feaſt-day of St. *M.* the Arch-angel, next enſuing after the date of theſe preſents, at and upon the equal coſt and charges in the Law of the ſaid *L.S.* and *E.J.* by Fine or Recovery, or other good and ſufficient Conveyances and Aſſurances in the Law, lawfully and ſufficiently convey and aſſure, or ſuffered to be conveyed and aſſured, to the ſaid *W. D.* and the ſaid *E. J.* or to the Survivor of them, his or their Heirs, or to the Heirs of one of them, all thoſe the Mannors or Lordſhips of *S.* and *F.* with all and ſingular their and every of their Rights, Members and Appurtenances whatſoever, ſituate, lying and being within the ſaid County of *D.* and alſo all and ſingular the other Mannors, Meſſuag. Mills, Cottages, Lands, Tenements, Meadows, Paſtures, Cloſes, Commons, Woods, Under-woods, Rents, Reverſions, Services and Hereditaments whatſoever, being of the nature of Freehold, with all and ſingular their and every

J.S. and R.S. Covenant before, &c. to convey the Lands to W. D. and E. J. and their Heirs.

every of their Right, Members and Appurtenances whatſoever, ſituate, lying and being within the Lordſhips, Territories, Towns, Hamlets, Pariſhes and Fields of *S.F. H.M. F.F. C.F. M.W. T.M.* and little *L.* or any of them in the ſaid County of *D.* or elſewhere, within the ſeveral Counties of *C.* and *D.* and of either of them, whereof, or wherein the ſaid *L.* and *R.* or either of them, now have, or at any time heretofore, had any Eſtate or Inheritance, in Poſſeſſion, Reverſion, Remainder, or otherwiſe, and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the ſaid Hereditaments and Premiſſes, and of every part thereof, with the Appurtenances, to and for the ſeveral and only uſes, behoofs, intents and purpoſes, and under and upon the Liberties, Limitations, Proviſoes and Agreements, hereafter in theſe preſents expreſſed, mentioned or declared, and to no other uſe, intent and purpoſe whatſoever: And for the better Declaration of the uſe, uſes, intent and purpoſe, of ſuch ſaid Fine, Recovery, and other the ſaid Covenant, or intended Conveyances and Aſſurances ſo to be had, made, knowledged, levied or executed, of and in any the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes as aforeſaid. It is further covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents. And alſo the ſaid *L.* and *R.* ſeverally for themſelves, their Heirs and Aſſigns, do covenant, grant, declare, limit and agree, to & with the ſaid *W.D.* and *E.J.* their Heirs and Aſſigns by theſe preſents, that the ſaid Fine, Recovery or Recoveries, and Covenanted or Intended Conveyances or Aſſurances, ſo to be had, made or executed, of and in the ſaid Mannors, Hereditam. and Premiſſes aforeſaid, and every of them, & the execution thereof ſhall be, and ſo for ever ſhall be adjudged and taken to be; and alſo that they the ſaid *W.D.* and *E.J.* and their Heirs, and the Survivor of them, his and their Heirs, ſhall ſtand and be ſeized of, and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenem. Hereditam. and Premiſſes, and of every part thereof, with the Appurtenances, to and for the ſeveral and only uſes, behoofs, intents and purpoſes, and under & upon the Liberties, Limitations, Proviſoes and Agreements hereafter in theſe preſents expreſſed, mention'd, declared, limited or appointed, according to the tenor and true meaning of theſe Preſents, & to no other uſe, intent or purpoſe whatſoever. That is to ſay, Of, and in all that Capital Meſſuage and Tenement, with the Appurtenances, being parcel of the Premiſſ. commonly called or known by the name of *F. H.* ſituate and being in *F.* in the ſaid County of *D.* now or late in the tenure or occupation of *P.S.* Gent. Brother of the ſaid *L.* or his Aſſigns, and of, and in all and ſingular the Houſes, Edifices, Lands, Meadows, Feedings, Paſtures and Hereditaments whatſoever, with the Apurtenances to the ſaid Capital Meſſuage and Tenement belonging or appertaining, or therewithal heretofore uſually occupied or enjoyed as part, parcel, or member or Appurtenances thereof or thereto, and of and in 2 Meſſuages and Tenem. and the Lands and Hereditam. thereunto belonging, with the Appurtenances, in like manner, being parcels of the Premiſſes, ſituate, lying and being in *F.* aforeſaid, now or late in the tenure or occupation of the ſaid *L.S.* or his Aſſigns, and of and in two other Meſſuages and Tenements, & the Lands & Hereditaments thereunto belonging, with the Appurtenanc. parcels alſo of the

The uſes of the Aſſurances declared.

the Premiſſes, being ſituate, lying and being in *F.* in the ſaid County of D. now or late in the ſeveral tenures or occupations of one *C.A.* and *A.P.* or of either of them, their or either of their ſeveral Aſſigns, and of and in one Fulling-Mill, and all the Dams, Streams, Waters, Water-courſes, Lands and Hereditaments thereunto belonging, with the Appurtenances, ſituate and being in *F.* aforeſaid (in like manner parcel of the Premiſſes) being to the uſe and behoof of the ſaid *L.* and *B.* his now Wife, and of their Aſſigns, for and during the term of their natural lives, and of the Survivor and longer liver of them, without impeachment of any manner of Waſt, only during the natural life of the ſaid *L.* for, and in full recompence of the Joynture or Dower of the ſaid *B.* and in Bar of her Dower for ever. **And nevertheleſs**, It is intended and agreed, that if the ſaid *B.* ſhall do or at any time or times, after the deceaſe of the ſaid *L.S.* (if ſhe ſhall ſurvive & over-live the ſaid *L.* her Husband) commence, or cauſe to be commenced, any Action or Suit for any Dower belonging, or to be belonging, of, out of, or in all or any the ſaid Mannors, Meſſuages, Lands, Tenem. Hereditaments, and Premiſſes, or any part or parcel thereof, & ſhall not hold her ſelf ſatisfied with the ſaid Lands & Hereditaments, in or by the ſaid limited, meant, or intended, to and for her Joynture and Dower, then and immediately thenceforth or otherwiſe, from and after the ſeveral deceaſes of the ſaid *L.* and *B.* and of the Survivor of them the ſaid Conuſees, which of them ſhall firſt happen, Recoverors, Feoffees, and their Heirs, and the Survivors and Survivor of them, his and their Heirs, ſhall ſtand and be ſeized of and in the ſaid Capital Meſſuage and Tenement, and the Lands and Hereditam. thereunto belonging, with the Appurtenances, called or known by the name of *F. H.* late in the Tenure or occupation of the ſaid *P.* or his Aſſigns, and of, and in the ſaid two Meſſuages and Tenements, and the Lands and Hereditaments thereunto belonging, with the Appurtenances in *F.* aforeſaid, now or late in the Tenure or Occupation of the ſaid *L.S.* party to theſe preſents or his Aſſigns, to the uſe and behoof of *L.S.* the younger, one of the Sons of the ſaid *L.* the elder, for and during his natural life (if the ſaid *L.S.* the elder do not, or ſhall not hereafter by any his Deed or Act in Writing, or by his laſt Will in writing, limit or appoint, that the ſaid Eſtate for life of the ſaid *L.* the younger, ſhould or ſhall ceaſe, be fruſtrate or void; the Eſtate of the ſaid *L.* the younger, during the continuance thereof, nevertheleſs, to be charged and chargeable, and to the uſe, intent and purpoſe; nevertheleſs, that the Heirs Males for the time being of the ſaid *L.* the elder party to theſe preſents, ſhall and may annually and yearly thenceforth during the natural life of the ſaid *L.* the younger, receive, perceive, and take the yearly Rent of 36 ſhill. of good and lawful Mony of *England*, to be iſſuing and payable out of the ſaid laſt two Meſſuages and Tenements in *F.* aforeſaid, at the two ſeveral yearly Feaſt-days of the Nativity of St. *John Bapt.* and St. *M.* by equal portions, and of and in the Remainder, Reverſion and Reverſions thereof, immediately after the determination of the ſaid Eſtate for the life of the ſaid *L.* the younger; and alſo of and in the reſt and reſidue of all and ſingular the ſaid Lands, Tenements and Hereditaments, and of every part thereof, with the Appurtenan. formerly in, or by theſe preſents limited, meant,

meant, mentioned or appointed, to or for the use of the said *L.* the elder, & *B.* his wife, for term of their lives, as aforesaid, from and immediately after the several deceases of the said *L.* the elder, and *B.* his Wife, to the use and behoof of the said *R.S.* and his Assigns, for and during the term of his natural life, without impeachment of any Wast, and from and after his decease, then to the use and behoof of the first Son of the body of the said *R.S.* upon the body of the said *M.* begotten, and to be begotten, and of the Heirs Males of the body of such said first Son lawfully to be begotten; and for default of such Issue, then to the use and behoof of the 2 d. Son of the body of the said *R.* upon the body of the said *M.* begotten, and to be begotten; and of the Heirs Males of the body of the said 2 d. Son lawfully to be begotten, and for default of such Issue, then to the use and behoof of the 3 d. Son of the body of the said *R.* upon the body of the said *M.* begotten, &c. and of the Heirs Males of the body of the said 3 d. Son lawfully to be begotten, &c. [& that goeth to the 6th. Son] and for default of such Issue, then successively and respectively to the use and behoof of every other next and eldest Son of the body of the said *R.S.* lawfully to be begotten, & of the Heirs Males of the body of every such said next and eldest Son lawfully to be begotten; the elder, and the Heirs Males of his body, being ever preferred before the younger, and the Heirs Males of his body; and for default of such Issue, then to the use and behoof of the said *L.S.* the younger, and his Assigns, for and during the term of 80 years, then next and immediately following, fully to be compleat and ended, if *W.S.* one other of the Sons of the said *L.* the elder, shall so long live, the said last mentioned Estate of the said *L.* the younger, charged and chargeable, and to the use, intent and purpose, *Nevertheless*, that the said *W.S.* and his Assigns, shall and may annually and yearly, for and during such, and so long time as the said *W.* shall then happen to live, from and after such time as the said *L.* the younger, or his Assigns, so by means or virtue of these presents entituled; *To have and to hold* the said Hereditaments and Premisses, or to have and perceive the Rents, Issues and Profits thereof, and of the other Hereditaments hereafter mentioned, by virtue of these presents, and of the Uses or Limitations therein contained, and of the said Covenanted or intended Conveyances and Assurances, perceive, receive, have, and take one annual or yearly Rent of 100 *l.* by the year, of good and lawful mony of *England*, hereafter mentioned, to be issuing and going and payable yearly, during the said Term, out of all the said Hereditaments and Premisses so limited, to or for the Joynture of the said *B.* after the said Estate of the said *B.* determined, & out of the other lands hereafter in or by these presents mentioned to be therewithal charged, at the 2 several yearly Feast-days of the Nativity of St. *J. Bapt.* and St. *M.* by equal portions: And in default of payment thereof, or of any part thereof, by the space of 10 days next ensuing after any of the said Feast-days, in which the same ought to be paid as aforesaid, that then and in such case, and so often the said *W.S.* and his Assigns, shall and may enter and distrain therefore, and for the Arrearages thereof, if any such there be, in all and every, or any part of the said Hereditaments and Premisses, and from and after the determination of the said Estate, or term of years so limited, unto the said *L.*

the

the younger, either by the deceaſe of the ſaid *W.S.* or by effluxion of time, then to the uſe and behoof of the ſaid *W.S.* and of the Heirs Males of the body of the ſaid *W.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *L.S.* the younger, and the Heirs Males of his body, lawfully begotten and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *E.S.* of *W.* in the ſaid County of *C.* & the Heirs Males of his body, lawfully begotten and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *C.S.* of *W.* aforeſaid, Gent. and the Heirs Males of his body, lawfully begotten and to be begotten, the ſaid ſeveral Eſtates of the ſaid *E.* and *S.* to be charged and chargeable; nevertheleſs, in manner and form, as thereof or hereafter in or by theſe Preſents are limited: And for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *L.* the elder, and his right Heirs for ever. And of, in all thoſe 4 Cloſes, Incloſures or incloſed Grounds, with the Appurtenances (being parcels of the ſaid Hereditaments and Premiſſes, ſo to be conveyed or aſſured as aforeſaid) commonly called or known by the names of *O.L.* & *N.L.* and being in *S.F.* aforeſaid, in the ſaid County of *D.* now, or late in the Tenure or Occupation of the ſaid *L.* the elder, or his Aſſigns, and being of the clear yearly value of 20 Marks by year, above all Charges and Reprizes, as well to the uſe, intent and purpoſe, that the ſaid *R.S.* and *M.* his Wife, and their Aſſigns, and the Survivor of them, his and her Aſſigns, for and in recompence of the Joynture and Dower of the ſaid *M.* ſaving the like augmentation thereof, herein hereafter mentioned, ſhall and may annually and yearly, from and after the making hereof, for and during the natural life & lives of them, & of the Survivor and longer liver of them, perceive, receive, take and enjoy, one annual and yearly Rent of 15 *l.* by the year, of good and lawful mony of *England*, to be iſſuing, going and payable out of the ſaid laſt mentioned Cloſes, or incloſed Grounds, at two ſeveral yearly Feaſt-days of the Nativity of St. *J.* and St. *M.* by equal portions, and in default of payment thereof, or of any part thereof, at any of the Feaſt-days, or times aforeſaid, contrary to the tenor and true meaning of theſe Preſents: That then and ſo often it ſhall and may be lawful to and for the ſaid *R.S.* and *M.* his Wife, and the Survivor of them, and their and either of their Aſſigns, into the ſaid Incloſures or incloſed Grounds, to enter and diſtrain for the ſaid yearly Sum of 15 *l.* and every or any part thereof, and for the Arrearages thereof, if any ſuch there be, and the Diſtreſs and Diſtreſſes there taken and had, to lead, drive, take and carry away, impark, impound, and with them to detain and keep, until they, and every of them, of the ſaid yearly Rent or Sum of 15 *l.* and of the Arrearages thereof, if any ſuch there be, be fully ſatisfied and paid. And if it happen the ſaid yearly Rent or Sum of 15 *l.* or any part thereof, to be behind and unpaid, in part or in all, by the ſpace of 20 days, next enſuing after any the Feaſt-days aforeſaid, that then and from thenceforth, the ſaid Fine, Recovery, and Covenanted, or intended Conveyances and Aſſurances, ſo to be had, made, levied or executed, of and in the ſaid Hereditaments and Premiſſes aforeſaid, and the execution thereof ſhall be, and ſo for ever ſhall be adjudged and taken to be. And alſo, the ſaid Conuſees, Recove-

To raiſe an Annuity.

For non-payment to diſtrain.

rors,

fees and Feoffees, and the Heirs and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seized of and in the said 4 Inclosures, or inclosed grounds, & of every part thereof, with the Appurtenances, to the use and behoof of the said *B.* and *M.* his wife, and of their Assigns, for and during the term of their natural lives, and of the longer liver of them, without any impeachment of any Wast, only during the natural life of the said *B.* for and in the name, and in full recompence and satisfaction, of and for the Joynture and Dower of the said *M.* as also to such further use, intent and purpose, that the said Conuzees, Recoverors and Feoffees, their & every of their Heirs, shall likewise stand and be seized of & in the 4 Closes, Closures and inclosed Grounds, so charged and chargeable *Nicholas*, with the said yearly Rent of 15 *l.* distress, and payable as aforesaid, and in manner and form aforesaid: And of and in all and every the rest and residue of the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Hereditaments and Premisses, and of every part thereof, with the Appurtenances, whereof no use is formerly limited or appointed, in or by these Presents, immediately from and after the Sealing & Delivery of these Presents, to the use and behoof of the said *L.* the elder, party to these Presents, and his Assigns, for and during the term of his natural life, without impeachment of any manner of Wast: And from and after his decease, then of and in one Messuage and Tenement, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, situate and being in *H.* aforesaid, now or late in the Tenure or Occupation of one *J. F.* and *M. F.* his wife, or their Assigns, and parcel of the Premisses, to the use and behoof of *A. S.* one other of the Sons of the said *L.* the elder, and of his Assigns, for and during the term of 60 years, now next ensuing fully to be compleat and ended, if the said *A.* so long do live, and from and after the expiration or determination of the said term and interest so limited or appointed, to or for the use of the said *A.* of and in the said last mentioned Messuage, Tenements and Hereditaments thereunto belonging as aforesaid, Then of the Reversion and Remainder thereof, and also of and in the rest and residue of all and singular the said Hereditaments and Premisses so lastly limited, to the use of the said *L.* the elder, for term of his life, immediately from and after the decease of the said *L.* the elder, to the use and behoof of the said *R. S.* his Assigns, for and during the term of his natural life, without any impeachment of any manner of Wast, and from and after his decease, then to the use and behoof of the first Son of the body of the said *R. S.* upon the body of the said *M.* begotten and to be begotten, and of the Heirs Male of the said first Son lawfully to be begotten, and for default of such Issue, then to the use and behoof of the 2 d. Son of the body of the said *R.* upon the body of the said *M.* begotten and to be begotten, and of the Heirs Male of the body of the said 2 d. Son lawfully to be begotten, &c. and this Limitation goeth in like manner to the 6th Son, and for default of such Issue, then successively and respectively to the use and behoof of every other next and eldest Son of the body of the said *R.* lawfully to be begotten, and of the Heirs Male of the body of every such said next and eldest Son lawfully to be begotten, the elder, and the Heirs Male of his body, being ever preferred

ferred before the younger, and the Heirs Male of his body; and for default of such Issue, then to the use and behoof of the said *L.* the younger, and his Assigns, for and during the term of 80 years, then next and immediately following, fully to be compleat and ended (if the said *W.S.* so long happen to live) charged and Chargeable, *Nevertheless*, and to the use, intent and purpose, that the said *W.S.* and his Assigns, shall, and may annually and yearly, during the said term of years so lately limited unto the said *L.* from and after such time as the said *L.* the younger, or his Assigns, in default of Heir, Male of the body of the said *R.* shall be intituled to have and hold the said Hereditaments and Premisses, or to have and perceive the Rents, Issues, and Profits thereof, by vertue of these Presents, and of the Uses or Limitations therein contained, and of the said Covenanted or intended Conveyances and Assurances, for and during the natural life of him the said *W.S.* perceive, receive, take and enjoy the said annual or yearly Rent or Sum of 100 *l.* by year before-mentioned, to be issuing and going and payable yearly, during the said term, as well out of the said late mentioned Hereditaments and Premisses, as out of the Reversion and Remainder of the said Lands and Hereditaments, formerly limited or appointed, in or by these Presents to or for the Joynture or Dower of the said *S.* as aforesaid, at the several yearly Feast-days of the Nativity of St. *J.* and St. *M.* by equal portions; and in default of payment thereof, or of any part thereof, by the space of 10 days next ensuing, after any of the said Feast-days, in which the same ought to be paid as aforesaid; that then, and in such case, and so often, it shall and may be lawful to and for the said *W.* and his Assigns, into the said Hereditaments and Premisses, to enter and distrain for the said yearly Rent or Sum of 100 *l.* and for the Arrearages thereof, if any such be, and Distress or Distresses therein, or thereupon taken or had, to lead, drive, take, and carry away, impark, impound, and with him and them to detain and keep, until they or every of them, of the said yearly Rent or Sum, and of the Arrearages thereof, if any such there be, be fully satisfied and paid; and from and after the determination or expiration of the said term of years, so lastly limited unto the use of the said *L.* the younger, either by the decease of the said *W.S.* or by effluxion of time, then to the use and behoof of the said *W.S.* and of the Heirs Male of the body of the said *W.* lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *L.* the younger, and the Heirs Males of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *E.S.* and the Heirs Males of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *S.* and the Heirs Males of his body lawfully begotten, and to be begotten: the said Estates of the said *E.* and *S.* to be nevertheless charged and chargeable in such manner and form, as thereof is in these Presents hereafter in that behalf mentioned; and for default of such Issue, then to the use and behoof of the said *L.* the elder, and his right Heirs for ever.

Limitation to after-born Sons.

Provided nevertheless, and it was and is concluded and fully agreed, by and between the said Parties to these presents, for themselves, their Heirs and Assigns, by these Presents, and the further use, intent and purpose of these

theſe preſents, and of the ſaid Fine, and Covenanted, or intended Conveyances and Aſſurances, and of every of them, was, and is, and ſo for ever ſhall be adjudged and taken to be, That if it fortune the ſaid *R. S.* to deceaſe and die, not having then in full life any Iſſue Male of his body, upon the body of the ſaid *M.* nor upon the body of any other Wife, which he ſhall hereafter fortune to Marry, and leaving the ſaid *M.* or ſuch his other Wife, for the time then being, nevertheleſs with child, at the time of ſuch his deceaſe, with one or two Sons, or more; that then the ſaid Fine, Recovery, and other the ſaid Conveyances, and Aſſurances, before mentioned, and every of them, was, and is intended and meant; and ſo for ever ſhall be adjudged, conſtrued, & taken to be; & alſo that the ſaid *W. D.* and *E. J.* and the Survivor of them, his, or their Heirs, ſhall be ſeized reſpectively, of, and in the Reverſion and Remainder of all and ſingular the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements and Hereditaments, and of every part thereof, with the Appurtenances, as the ſame ſhall ſeverally and reſpectively happen, or come in poſſeſſion, by the ſeveral deceaſes of the ſaid *L.* the elder, *B. M. L.* & *A. S.* & of every of them, to & for the ſeveral and only uſes, behoofs, intents, and purpoſes, hereafter in theſe preſents expreſſed, mentioned, or declared, according to the tenor & true meaning of theſe preſents, that is to ſay, if the ſaid *M.* or ſuch ſaid other Wife of the ſaid *R.* as aforeſaid, upon ſuch her Child-birth, ſo happpen to have, & be delivered of one Son only, then and from thenceforth to the uſe and behoof of ſuch ſaid Son, & the Heirs Male of his Body, lawfully to be begotten, charged and chargeable, nevertheleſs, as of the Eſtate of the Sons of the ſaid *R.* which ſhall be born in his life time, is formerly appointed; and if the ſaid *M.* or ſuch ſaid other Wife, ſo happening with child as aforeſaid, ſhall happen upon her Child-birth, after the deceaſe of the ſaid *R.* to have, or be delivered of 2 Sons or more, then to the uſe and behoof of the firſt & elder Son, and the Heirs Males of his Body, lawfully to be begotten, charged and chargeable, as aforeſaid; and for default of ſuch Iſſue, then to the uſe and behoof of the younger Son, and the Heirs Male of his Body, lawfully to be begotten, charged, and chargeable, as aforeſaid; and for default of ſuch Iſſue, then to the uſe & behoof of ſuch other Son of the ſaid *R.* wherewithal the ſaid *M.* or ſuch ſaid other Wife, ſhall ſo be with Child withal, & the Heirs Males of his body to be begotten, charged, and chargeable as aforeſaid; and for default of ſuch Iſſue, then to the ſeveral and only uſes, behoofs, intents, and purpoſes, of ſuch perſon & perſons, and for ſuch Eſtate & Eſtates, as in caſe of the deceaſe of the ſaid *R*, without any Iſſue Male of his body lawfully begotten, is formerly in or by theſe preſents limited, expreſſed, or ſpecified, and to no other uſe, intent, or purpoſe whatſoever. **Provided nevertheleſs**, and it is concluded and fully agreed, by and between all and every the ſaid partier to theſe preſents, for themſelves, their Heirs & Aſſigns, by theſe preſents, and alſo the true uſe, intent, and meaning of theſe preſents and of the ſaid parties hereunto, and of the ſaid Fine, Recovery, and other covenanted or intended Conveyances and Aſſurances, is, & ſo for ever ſhall be adjudged and taken to be; and alſo the ſaid *W. D.* and *E. J.* and the Survivor of them, his, and their Heirs, and all and every other perſon and perſons

Power to make Joynture for a ſecond Wife, and to make Leaſes.

ſons his and their Heirs, which now are, or ſtand ſeized, or hereafter ſhall ſtand and be ſeized of, and in the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments & Premiſſes, and every or any part thereof, by force of theſe preſents, and of the ſaid Fine, & covenanted, or intended Conveyances, and Aſſurances before mentioned; and every or any of them, and their and every of their Heirs, ſhall ſtand and be ſeized thereof, and of every part thereof, with the Appurtenances, to & for ſuch further uſe, intent, & purpoſe, notwithſtanding any the uſe or uſes, formerly in or by theſe preſents limited, declared, or contained, as well that it ſhall & may be lawful to and for the ſaid *L.* the elder, at any time or times, during his natural life, by any his Deed or Deeds in Writing, or by his laſt Will & Teſtament in Writing, to grant, convey, aſſure, bequeath, limit or appoint, ſuch and ſo much of the ſaid Hereditaments and Premiſſes, not exceeding in the whole one full 3d part thereof, as to himſelf ſhall ſeem meet & convenient unto, or for the uſe of any the lawful Wife or Wives of the ſaid *L.* the elder, whom he ſhall hereafter fortune to marry, for and during the term of the natural life or lives of ſuch wife or wives, for and in the name of her or their Joynture and Dower, of and in the ſaid Hereditaments and Premiſſes, the ſaid 4 Cloſes charged with the Joynture of the ſaid *M.* being, during her only natural life (except and fore-prized.) *And likewiſe*, that it ſhal and may be lawful to, and for the ſaid *R.S.* after the deceaſe of the ſaid *L.* the elder, at any time or times thenceforth during his natural life, of any his Deed or Deeds in Writing, or by his laſt Will & Teſtament in Writing reſpectively, to grant, convey, aſſure, bequeath, limit, or appoint, or annual or yearly Rent of 15*l.* of good lawful Mony of *England*, whith or without clauſe of Diſtreſs, to be iſſuing and going out of all or any the ſaid Hereditaments and Premiſſes, or out of all or any part or parcels thereof, as to himſelf ſhall ſeem meet & convenient, unto, or for the uſe of the ſaid *M.* or for the uſe of any other the Wife or Wives of the ſaid *R.* whom he ſhall hereafter fortune to Marry, for and during the term of the natural life or lives of the ſaid *M.* or ſuch ſaid Wife and Wives, for and towards her or their Joynture and Dower, of & in the ſaid Hereditaments & Premiſſes, the ſaid ſeveral Lands, and Hereditaments ſo limited, to or for the Joyntures of the ſaid *B.* and *M.* as aforeſaid, and the ſeveral Tenements formerly in or by theſe preſents limited unto the ſaid *L.* the younger, & *A.* for their ſeveral lives as aforeſaid during the ſeveral lives of the ſaid *B.M.A* and *L.* the younger, always except and fore-prized; as alſo that it ſhall and may be in like manner lawful to & for the ſaid *L.* the elder, at any time or times, during his natural life; and alſo to and for the ſaid *R.* at any time or times after the deceaſe of the ſaid *L.* the elder, during his natural life, by any, his, their, or either of their Deed or Deeds in writing, at any time or times reſpectively & ſucceſſively, to demiſe, grant, leaſe, or limit the uſe or uſes of all ſuch, or any ſuch part of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes heretofore uſually demiſed or leaſed, which at the time or times of ſuch Limitation of Uſe or Uſes, Leaſe or Leaſes, ſhall happen reſpectively to be in the lawful, actual, and real poſſeſſion of Eſtate of Free-hold in ſuch of them, as ſhall ſo make ſuch Leaſe or Leaſes, Limitation of the

Uſe

Uſe or Uſes, for the time being, to any perſon, or perſons whatſoever, for term of 21 years, or under, or for three lives, or under, or for any number of years determinable for 3 lives, or fewer in Poſſeſſion, and not in Reverſion, ſo that, in, by, or upon every ſuch Demiſe, Leaſe, or Limitations of Uſe, Uſes, or ſo to be made as aforeſaid, the old ancient accuſtomed Rents, Duties & Services, or more be reſerved, to be therefore reſpectively, yearly, due, and payable, during the continuance of ſuch ſeveral Leaſe and Leaſes. **Provided alſo,** & it is further covenanted, concluded, & fully agreed by and between all and every the ſaid Parties to theſe Preſents, for themſelves, their Heirs and Aſſigns, by theſe Preſents; and the uſe, intent and meaning of theſe Preſents, & of the parties hereunto, & of the ſaid covenanted or intended Conveyances and Aſſurances is, and ſo for ever ſhall be adjudged & taken to be; and alſo the ſaid *W. D.* and *E. J.* and the Survivor of them, his and their Heirs ſhall ſtand and be ſeized of, and in the ſaid Hereditaments & Premiſſes, to ſuch further uſe, intent & purpoſe, notwithſtanding any the uſe or uſes afore ſpecified or declared, that if the ſaid *R.* ſhall hereafter fortune to deceaſe and dye, having one or more Son or Sons, and one Daughter only, and no more, that then ſuch ſaid Daughter, & her Aſſigns, ſhall & may annually and yearly, from and after the deceaſe of the Survivor of the ſaid *R.* & of the ſaid *L.* the elder, perceive, receive, take, & enjoy one annual or yearly Rent of 40*l.* by the year, of good and lawful mony of *England* to be iſſuing and going, and payable out of and in the ſaid Hereditaments and Premiſſes, the Eſtates for life of the ſaid *B. L.* the younger, *A.* and *M.* always excepted and foreprized at the 2 ſeveral yearly Feaſts days of the Nativity of St. *J.* and St. *M.* by equal portions, for and during, and until that ſuch ſaid only Daughter, and her Aſſigns, ſhall and may, or otherwiſe might have fully levied, received, or had the full Sum of 200*l.* of good and lawful mony of *England*, to, & for the maintenance & preferment of ſuch ſaid Daughter; and if the ſaid *R.* ſhall fortune to deceaſe & dye, having one or more Sons, and 2 or more Daughters, then to the uſe, intent and purpoſe, that ſuch ſaid Daughters and their Aſſigns, ſhall & may annually and yearly, from and after the deceaſe of the Survivor of the ſaid *R.* & *L.* the elder, perceive, receive, take, and enjoy one annual yearly Rent of 40*l.* by year, of good and lawful mony of *England*, to be iſſuing and going out of, and in the ſaid Hereditaments and Premiſſes (the ſaid ſeveral Eſtates for lives of the ſaid *B. M. L.* the younger, & *H.* always excepted and foreprized) at the 2 ſeveral yearly Feaſt days of the Nativity of St. *J.* & *M.* by equal portions, for and during, and until that ſuch ſaid Daughters, and every of them ſhall and may, or otherwiſe might have fully levied, received, or had every one of them the full Sum of 100*l.* apiece, of good and lawful mony of *England*, to, and for the maintenance and preferment of ſuch ſaid Daughters. *And alſo further*, to ſuch uſe, intent and purpoſe, that if the ſaid *R.* ſhall happen to deceaſe, having more Sons then one, that then every the then younger Son of the ſaid *R.* ſhall and may reſpectively, from and after the deceaſe of the Survivor of the ſaid *L.* the Elder, and of the ſaid *R.* annually, ſeverally, and yearly perceive, receive, and have, during his ſeveral natural life, one annual or yearly Rent of 40*l.* by year, to be iſſuing and

Proviſion for younger Children.

going out of all and every of the ſaid Hereditaments, & Premiſſes (the ſaid ſeveral Eſtates for lives of the ſaid *B.L.* and *A.* only forepriſed & excepted) and the ſame to be yearly payable at the ſeveral yearly Feaſt days, of the Nativity of St. *J.* & St. *M.* by even and equal portions; and in default of payment of the ſeveral Sums, or of one of them, or of any part thereof at any the days or times aforeſaid, contrary to the tenor and true meaning of theſe preſents, that then, and ſo often the ſaid, younger Son & Sons, Daughter and Daughters, and every of them, ſhall and may ſeverally & reſpectively diſtrain therefore, and for the Arrearges thereof, if any ſuch there be, in all, or any the ſaid Hereditaments and Premiſſes (except before in that behalf excepted) and the Diſtreſs and Diſtreſſes therein, or thereupon taken or had, to lead, drive, take, and carry away, impark, impound and with them to detain, and be until they, and every of them, of the ſaid yearly Rents or Sums, and every of them, and of the Arrearges thereof, if any be behind, and unpaid, or fully ſatisfied and paid; and from and after the ſaid ſeveral Sums received or had, then to the ſeveral and only Uſes, Behooſs, Intents and Purpoſes, in or by theſe Preſents limited or appointed, according to the tenor and true meaning of theſe Preſents, any thing in theſe Preſents contained, to the contrary notwithſtanding. **Provided alſo**, and it is further covenanted, concluded, and fully agreed by and between all, & every the ſaid Parties, to theſe preſents, for themſelves, their Heirs and Aſſigns, by theſe preſents, and the further uſe and intent, and meaning of theſe preſents, and the ſaid parties to the ſame, and of the ſaid intended or covenanted Conveyances and Aſſurances, is, and ſo for ever ſhall be adjudged and taken to be, and alſo the ſaid *W. D.* and *E. J.* and the Survivor of them, and his and their Heirs ſhall ſtand and be ſeized of, and in the ſaid Mannors Meſſuages, Lands, Tenements and Hereditaments, and Premiſſes to ſuch further uſe, intent and purpoſe, notwithſtanding the Uſe or Uſes aforeſpecified, or declared; that if the ſaid *L.* the elder, *R.S.L.* the younger, *W.S.* and every of them ſhall fortune to dye and deceaſe without Iſſue Male on their, or any of their Bodies lawfullly begotten, that then, and from thenceforth *A.C.M.C.A.S.* and *B* her, and all, and every ſuch Daughter and Daughters, as the ſaid *R.S.* ſhall hereafter have of the Body of the ſaid *M.* and their Aſſigns, and Daughters of the ſaid *L.* the elder, ſhall and may annually & yearly receive, perceive, and take to them and their Aſſings, one yearly Rent of 200*l.* for, and during ſuch time, and until that thereby and thereupon they, or ſome of them, their, or ſome of their Aſſigns ſhall have received, and had the full Sum of 1000*l.* of good and lawful Mony of *England*, over and above all Charges and Repriſes, and the ſame to be iſſuing and going out of all and every the Mannors, Meſſuages, Lands, Tenenements, & Hereditaments aforeſaid, the ſeveral Eſtates for lives, which the ſaid *B.* & *M.* or either of them, or any of the wife or wives of the ſaid *L.* the elder. & *R.* or either, or any of them have, or hereafter ſhall or may have, of, or in all, or any the premiſſes only excepted & forepriſed; and the ſaid yearly Rent of 200*l.* to be yearly paid, from and after the commencement thereof as aforeſaid, at the ſeveral yearly Feaſt days of the Nativity of St. *J.* and St. *M.* by even portions. And if the ſaid yearly

Power to raiſe Portions for Daughters.

Rent

Rent of 200 *l.* or any part thereof shall be behind, & unpaid by the space of 10 days next ensuing any of the said Feast days, in which the same shall grow due or payable, that then, and from thenceforth, all, & every the said intended Recoveries, Feoffees and Counsees, and every of them, their, and every of their Heirs & Assigns, shall stand and be seized of, and in all, & singular the said Mannors, Lands, Tenements, and Hereditaments, & Premisses (except lastly before excepted) to the only use & behoof of the said *A. C. M. C.* and *A.* and of the said *B.* and of such said Daughter & Daughters of the said R. as before, in, or by these Presents are limited or intended to have any part or portion of the said yearly 200 *l.* Rent, & of their Assigns, for and during such time, & until that thereof, & of, and with the profits thereof, they, or their Assigns, or some of them, shall be well & truly satisfied the said full sum of 1000 *l.* of good and lawful mony of *England*, over & above all Reprises, expences & charges, by Suit in Law, or otherwise in any wise to be sustained

A clause for a particular Estate.

And moreover, it hath pleased the said *L.* the elder, and he heartily desireth, that *N. C.* of the Goat-houses, in the said County of *D.* and *A.* and his wife should from henceforth quietly have and enjoy one Messuage or Tenement at *G.* aforesaid, wherein he the same *N. C.* and *A.* now dwelleth, and all the Lands thereunto belonging, or therewithall occupied, for, & during all the natural lives of the same *N.* & *A.* & the Survivors of them, for the yearly Reat of 13 *s.* 4 *d.* of lawful mony of *England*, at the Feasts or Days there usual, and other tenant-service for the same accustomed, & after the decease of the said *N.* and *A.* and the Survivor of them that *A.* with *C.* Son of the said *N.* and *A.* in like sort, for the said Rents and Services shall have, occupy, and enjoy all the last mentioned Premisses, for, and during all the term of the natural life of the said *A.* according to the intent and true meaning of him, the said *L.* the elder. *Provided always nevertheless*, and the further use, intent and purpose of the said Indented Conveyances, is and for ever shall be, that if the said *R.* or any of his Heirs Males of his body, or any other Heir Male to whom (in and by these Presents) or any use or estate is limited, appointed, mentioned or intended, or any other person or persons whatsoever hereafter having, claiming, or pretending any estate, term, title, or Interest, in, by, from, through, or under any such Heirs Males, do or shall, at any time hereafter sue, molest, disturb, enter upon, eject, remove, expel, or put out the said *N. C. A.* or *A.* or any of them, of, & from the quiet occupation of the last mentioned Messuage and Tenement at *G.* aforesaid, or of, or from, any part or parcels thereof, that then, and immediately after such suit, disturbance, entry, eviction, expulsion, or putting out the said *N. A.* and *A.* or any of them, of, & from the said last mentioned premisses, or of, or from any part or parcels thereof, thenceforth the said Feoffees, Recoverors & Cognisees, & their Heirs, and the Survivor of them, and his Heirs, shall stand & be seized of, & in the full Moiety, or on half of all that Messuage or Tenement, soituate, and being in *F.* afresaid, and now or late in the Tenure or Occupation of the said *L.* the elder, and likewise of, and in the full moiety or one half of all the Lands, Tenements, Meadows, Leasows, Pastures, & Hereditaments thereunto belonging, being parcel of the Premisses, to the use & behoof of the said *N.* and *A.* his wife, for, and during all their natural lives,

Provision to secure other Lands, that the particular Estate be evicted.

and the life of the Survivors of them, and immediately after their deceases, then to the use and behoof of the said *A.* for all the term of his natural life, yielding and paying during all the said Estates or Terms to the Heirs Male of the said *L.* the Elder for the time being, the yearly Rent of 40 *s.* at the Feast there usually, by even portions; and after the Estates aforesaid so limited to the use of the said *N. A.* and *A. C.* as aforesaid ended & determined then to the use of the said *R. S.* for term of his natural life, with like limitation of remainder further as aforesaid, in and for the same Tenement in *F.* as is formerly in or by these presents limited or appointed. *In Witness, &c.*

An Indenture of Covenants to levy a Fine, and suffer a Recovery in Ancient Demesn.

THis Indenture tripartite, *&c.* Between *F. C.* of the first part; *R. C.* and *T. B.* of the 2d part, and *J. H.* and *F. P.* of the 3*d* part, Witnesseth, That it is covenanted, condescended & agreed unto by and between all & every the parties to these presents in manner and form following; that is to say, That *whereas* the said *F. C.* the day of the date of these presents, is lawfully seized in his Demesn as of Fee-tail to him & the Heirs Male of his body, of and in divers Messuages, Lands, Tenements, and Hereditaments within the Liberty of *H.* at *B.* in the County of *E.* hereafter in these presents particularly mentioned & expressed, and being now fully resolved and determined how and in what manner his said Messuages, Lands, Tenements, & Hereditaments, should be established and continued hereafter by the Grace of God in the name of the Parties hereafter mentioned, being of his blood, & alliance, he the said *F. C.* as well for the considerations aforesaid, as also for better maintenance of *M. C.* his Mother, and for divers other good causes & considerations, the said *F. C.* hereunto, especially moving, doth for himself and his Heirs Covenant, grant and agree with the said *R. C. T. B. J. H.* and *F. P.* and to and with every of them, their and every of their Heirs, Executors, & Administrators by these presents, That he the said *F. C.* at his own proper costs & charges in the Law, before the 30 day of *S.* next ensuing the date of these presents, shall and will in due form of Law, acknowledge and levy one or more Fine or Fines in the Court of Ancient Demesn within the said Liberty of *H.* at *B.* according to the course and common usage for levying of Fines for Lands and Hereditaments within the said Liberty unto the said *R. C.* and *T. B.* and the Heirs of the said *R.* of all that Messuage, &c. And it is covenanted, condescended, and agreed unto, by and between all the said parties to these presents, That the said Fine or Fines so to be levied and acknowledged as aforesaid, by the said *F. C.* to the said *R. C.* and *T. B.* and the Heirs, and Assigns of the said *R.* shall be levied and acknowledged by the name of 3 Messuages, 3 Gardens, 40 Acres of Pasture, 40 Acres of Wood, and 50 Acres of Furze and Heath, and 100 *s.* Rent, with the Appurtenances, in *H.* at *B. R.* and *H.* or by such other name or names as shall be thought

F. C. to acknowledge a Fine at his own costs in the Court of Ancient Demesn as usual unto R. C. *and* T. B. *and the Heirs of the said* R.

thought meet, and that the ſaid Fine or Fines, ſo to be had & levied of the ſaid premiſſes, ſhall enure, and be adjudged, deemed & taken to be, that the ſaid *R.C.* and *T.B.* and the Heirs and Aſſigns of the ſaid *R.* from and immediately after the levying and engroſſing of the ſaid Fine and Fines, ſhall ſtand and be ſeized of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and of every part and parcel thereof, with their and every of their Appurtenances, to the uſe of the ſaid *R.C.* & *T.B.* To the intent and purpoſe that the ſaid *R.* and *B.* and their Heirs, ſhall ſtand and be adjudged perfect Tenants of the Freehold of the ſaid Meſſuages, Lands & Premiſſes, and every part & parcel thereof, with their and every of their Appurtenances, until a perfect Recovery, according to the uſual courſe of common Recoveries, for Aſſurances of Lands, Tenements, & Hereditaments, within the ſaid Liberty of *H.* at *B.* ſhall and may be lawfully had and executed againſt the ſaid *R.C.* & *T.B.* & their Heirs, of the ſaid Meſſuages, Lands and Premiſſes. And it is further covenanted, condeſcended and agreed unto, by and between all the parties to theſe Preſents, That the ſaid *J. H.* and *F.P.* or any other perſon or perſons which the ſaid *F. C.* ſhall nominate & appoint, ſhall & may at the Coſts & Charges in the Law of the ſaid *F.C.* before the ſaid *&c.* day of *&c.* next enſuing the date thereof, purchaſe one or more Writ or Writs of *Right Cloſe* directed to the Judges, Bayliffs, or others that have power to hold Plea in Suits real ariſing within the ſaid Liberty, & ſhall proſecute the ſame Writ or Writs in the nature of his Highneſs Writ or Writs of *Entry ſur diſſeiſin in le Poſt* at the common Law, after the manner and courſe of common Recoveries there uſed and accuſtomed againſt the ſaid *R.C.* & *T.B.* whereby they ſhall demand againſt the ſaid *R.C.* and *T. B.* by the name or names and quantity or quantities of Acres in the ſaid Fine or Fines to be contained or by any other name or names, quantity or quantities whatſoever the ſaid Meſſuage, Lands, Tenements, Hereditaments & Premiſſes, with their and every their Appurtenances before mentioned to be ſituate, lying and being within the ſaid Liberty of *H.* & *B.* unto which Writ or Writs the ſaid *R.C.* & *T.B.* ſhall appear in their proper perſons, or by their Attorney or Attorneys lawfully and ſufficiently authorized, who ſhall Vouch to Warranty the ſaid *F.C.* and that the ſaid *F.C.* ſhall appear upon the ſaid Voucher in the ſaid Court in his proper perſon, or his Attorney lawfully authorized by the courſe and cuſtom of the ſaid Court, & ſhall Vouch to Warranty the common Vouchee, and that the ſaid common Vouchee ſhall appear & imparl, & afterwards make default, whereby a perfect Judgment may be had and given for the ſaid Demandants in the Writ or Writs againſt the ſaid *R.C.* & *T.B.* for the ſaid Recovery of the ſaid Meſſuages, Lands, Tenements, and Premiſſes, and upon the ſaid Recovery ſo to be had & made againſt the ſaid *R.C.* and *J. B.* that they the ſaid *R. C.* and *T. B.* ſhall recover in value againſt the ſaid *F. C.* and the ſaid *F. C.* ſhall thereupon have Judgment to recover in value againſt the ſaid common Vouchee, after and according to the manner and courſe of common Recoveries in ſuch Caſes uſed in the Court of the ſaid Liberty of *H.* at *B.* And it is fully covenanted, condeſcended & agreed unto, by and between all the ſaid parties to theſe preſents, and all the ſaid parties for themſelves and their ſeveral Heirs, do ſeverally cove-

To the uſe of R.C *and* T.B. *and the Heirs and Aſſigns of the ſaid R.*

nant and agree, to and with the others of them, & with their ſeveral Heirs, That the ſaid Recovery and Recoveries, and the ſaid Fine & Fines after the ſaid Recovery and Recoveries ſhall be had and executed, and the full execution thereof, of, for and concerning the Premiſſes therein to be contained, ſhall be and enure, and be adjudged, deemed, expounded, and taken to be & enure, that the ſaid Conuſees and their Heirs, & the ſaid Recoverors & their Heirs, and all and every other perſon and perſons, which ſhall then be ſeized of the ſaid Meſſuages, Lands, Tenements, and all other the Premiſſes, or any part or parcel thereof, ſhall ſtand & be ſeized of the ſaid Meſſuages, Lands, Tenements, Hereditaments, & Premiſſes, in the ſaid Fine or Fines, or Recovery or Recoveries to be mentioned, with their & every their Appurtenances, & of every part and parcel thereof, to the ſeveral uſes, intents and purpoſes in theſe preſents, hereafter expreſſed and declared, & to none other uſe, intent, or purpoſe, that is to ſay, of, for, and concerning all the ſaid Meſſuages, Land, Tenements, Hereditaments, & Premiſſes, with their and every their Appurtenances, & every part and parcel thereof, to the uſe and behoof of the ſaid *F.C.* for and during the term of his natural life, and after his deceaſe, then to the uſe of the firſt born Son of the ſaid *F.C.* to begotten on the body of any Woman or Women, which he ſhall from and after the day of the date of theſe Preſents, Marry and take to Wife, and of the Heirs Male of the body of ſuch firſt Son to be begotten, &c. **Provided always**, and it is fully agreed by and between all the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid *F.C.* at any time or times hereafter, and from time to time, during his life, at his free will and pleaſure, by any his Deed or Writing, or laſt Will and Teſtament, by him to be ſealed and publiſhed, in the preſence of 3 credible Witneſſes, at the leaſt, to alter, change, determine, revoke or make void, all or any the uſe or uſes, Eſtate or Eſtates, in theſe Preſents, before declared, mentioned or limited, of the Premiſſes, or any part thereof: And that at all times, from and after ſuch time as the ſaid *F.C.* ſhall by any ſuch his Deed or Writing, or laſt Will, ſo expreſs and declare his pleaſure and mind to be to alter and change, determine, revoke or made void, all or any the Uſe or Uſes, Eſtate or Eſtates, in theſe preſents before declared, metioned or limited of the ſaid premiſſes, or any part thereof, that then and from thenceforth ſuch of the ſaid Eſtate and Eſtates, Uſe and Uſes, here in theſe preſents, declared, as ſhall be ſo declared by ſuch Deed, Writing, or laſt Will of the ſaid *F.C.* to be altered, changed, determined, or made void, ſhall ceaſe, determine, and be void: And that then and from thenceforth the ſaid Fine and Fines, and the Conuſees therein to be named, and the ſaid Recovery & Recoveries, & the Rocoverors therein to be named, and all other perſon and perſons which ſhall then happen to be ſeized of the ſaid Premiſſes, or any part and parcel thereof, as ſhall be ſo altered, changed, determined, revoked or made void, ſhall thereof ſtand and be ſeized, to the uſe of ſuch perſon and perſons, and to and for ſuch Uſe and Uſes, and in ſuch manner and form, as by ſuch Deed, Writing, or laſt will of the ſaid *F. C.* ſealed and publiſhed as aforeſaid, ſhall be declared and expreſſed, and not to any other perſon or perſons, Uſe or Uſes whatſoever. *In Witneſs*, &c.

The Fine and Recovery to be to the uſes in theſe preſents.

Power of Revocation.

A

A Covenant to ſtand ſeized.

THis Indenture made, &c. between *C.M.* and *A.* his Wife, of the one part, and *R.F.* &c. on the other part, Witneſſeth, That they the ſaid *C.M.* and *A.* his wife, for divers good cauſes and conſiderations, them thereunto moving, & eſpecially, that they having been Married the ſpace of many years, & having had no Iſſue, and in caſe the ſaid *C.M.* ſhould dye without Iſſue of his body lawfully to be begotten, that then the Meſſuages, Lands, &c herein after mentioned, with their and every of their Appurtenances, ſhall and may ſo long as it ſhall pleaſe the almighty God, remain and continue in the blood and kindred of the ſaid *C.M.* & for the natural love and affection which the ſaid *C. M.* beareth to *J. F.* wife of the ſaid *R.F.* and Siſter to the ſaid *C.M.* it is now therefore covenanted, granted, promiſed and agreed by and between all the parties to theſe preſents; And the ſaid *C.M.* and *A.* his Wife, for themſelves and their ſeveral Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do covenant, promiſe, grant, conclue, and abſolutely agree, to & with the ſaid *R.F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That they the ſaid *C.M.* & *A.* his Wife, and the Survivor of them, and the Heirs of the ſaid *C.* and their and every of their Aſſigns, and every other perſon and perſons now ſtanding, or being ſeized of or in all that Meſſuage, &c. or any part or parcel thereof, for the conſiderations here in theſe preſents, before expreſſed at all times from and after the making of theſe preſents, ſhall ſtand and be ſeized of all and ſingular the ſaid premiſſes with the Appurtenances, and of every part thereof, and of all the Rents, Reverſions, Services, Profits, and Commodities of the ſame, or to the ſame in any wiſe belonging or appertaining, to the uſes and intents hereafter in theſe preſents expreſſed; That is to ſay, to the uſe and behoof of them the ſaid *C.M.* and *A.* his Wife, for and during their natural lives, and the life of the longer liver of them; and after the deceaſe of the Survivor of them, for and as concerning the Reverſion or Reverſions, Remainder or Remainders, of the ſaid Meſſuage, &c. and other the premiſſes, with their and every of their Appurtenances, as the ſaid Uſes, Eſtates, & Intereſt thereof herein before expreſſed, ſhall be fully ended and determined, then to the uſe of the firſt Son, lawfully to be begotten by the body of the ſaid *C. M.* and of Heirs of the body of the ſaid firſt begotten Son, lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the 2d Son lawfully to be begotten by the body of the ſaid *C.* & of the heirs of the body of the ſaid 2d Son lawfully to be begotten; & for default of ſuch Iſſue, then to the uſe & behoof of the 3d Son lawfully to be begotten by the body of the ſaid *C.* & the Heirs of the body of the ſaid 3d Son lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of every other the Sons, lawfully to be begotten by the body of the ſaid *C.* ſucceſſively, as they ſhall be in Seniority or Age, and of the Heirs of their ſeveral bodies lawfully to be begtton; and for default of ſuch Iſſues Male, then to the uſe & behoof of all and every the Daughters lawfully to be begotten by the

The uſe.

Proviſion for Sons.

Proviſion for Daughters.

the body of the ſaid *C.* and of the Heirs of their bodies lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *J. F.* Siſter of the ſaid *C.* and the Heirs of her body lawfully begotten, or to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *J. F.* her Heirs and Aſſigns for ever. And the ſaid *C. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth further convenant, grant, promiſe & agree, to and with the ſaid *R. F.* his Heirs, Executors, Adminiſtrators, & Aſſigns, and to and with every of them by theſe preſents, That all & every Fine and Fines, Recovery and Recoveries, heaſter to be acknowledged, had or ſuffered, by the ſaid *C. M.* ſhall be and enure, to the only uſes, intents, and purpoſes, as in theſe preſent Indentures are mentioned and expreſſed, according to the true intent and meaning hereof, and no otherwiſe. *In Witneſs, &c.*

An Indenture where Land having been forfeited upon an Indenture of Mortgage, the Mortgagor aſſureth the ſame to the Mortgagee, by raiſing of Uſe upon a Covenant if the Mortgagor pay a certain Sum of Money at a day.

THis Indenture, &c. Between *R. T.* of *C.* in the County of *C.* Eſq; on the one part, and *G. B.* of *S.* in the County of *D.* Kt. on the other part Witneſſeth, That the ſaid *T. R.* for & in conſideration of a certain Sum of Mony to him now paid by *A. B.* Servant to the ſaid Sir *G.* for & in his Maſters name, and for and in conſideration of 566 *l.* 13 *s.* 4 *d* more of lawful, &c. to the ſaid *T.* his Executors, Adminiſtrators, Aſſigns, by the ſaid Sir *G.* his Executors, or Aſſigns, to be paid one the 20*th* day of *N.* next enſuing the date of theſe preſents, at the now dwelling houſe of *A. B.* in *E.* between the hours of, &c. hath Covenanted, Granted and Agreed, and by theſe preſents for him, his Heirs and Aſſigns, doth Covenant, Grant, and Agree, to and with the ſaid Sir *G.* his Heirs and Aſſigns, and every of them in manner and form following; *that is to ſay*, That if the ſaid Sir *G.* his Heirs, Executors or Adminiſtrators, do well & truly pay or cauſe, &c. the ſaid Sum of &c. to the ſaid *T.* his certain Attorny, Executors, or Adminiſtrators, in manner & form aboveſaid, & at the day and time above limited, that then and from thenceforth, he the ſaid *T. R.* his Heirs and Aſſigns, and all other perſon and perſons, which by any Grant, or Conveyance, of or from the ſaid *T. R.* now be, or then ſhall be ſeized of and in the Lordſhips or Mannors of *J.* with the Appurtenances, in the ſaid County of *D.* aforeſaid, and of & in all thoſe Meſſuages; *&c.* ſet and being, *&c*, which the ſaid *T.* late had to him and his Heirs, of the Bargain, Sale, and Conveyance of the ſaid Sir *G.* by virtue of a pair of former Indentures, dated the 5*th* of *D. An* 11. *Reg. C.* 2. made between the ſaid Sir *G.* on the one part, and the ſaid *T. R.* on the other part; as by the ſame former Indentures Inrolled in the High Court of *Chancery* may appear, ſhall thereof & of every part thereof, ſtand and be ſeized to the only uſe of the ſaid Sir *G.* his Heirs and Aſſigns for ever, and

Covenant, &c.

to

to none other uſe or uſes whatſoever. *And* that then alſo after payment made to the ſaid *T.* his Heirs, Executors or Aſſigns, of the ſaid Sum of &c. in manner and form aforeſaid, he the ſaid *T.R.* his Heirs, Executors or Aſſigns, at and upon the reaſonable requeſt of the ſaid Sir *G.* his Heirs, Executors or Aſſigns, ſhall and will deliver, or cauſe, &c. to the ſaid *G.* his Heirs, Executors or Aſſigns, one Recognizance of the Statute-Staple of the Sum of, &c. bearing date, &c. wherein the ſaid Sir *G.* ſtandeth bound to the ſaid *T.* for the performance of the Covenants of the ſaid former Indentures with Recognizance after ſuch a delivery thereof made, may then and thereafter, at the pleaſure of the ſaid Sir *G.* his Heirs or Executors, be lawfully defaced and cancelled. *Le uſes. Redeliver.*

And further, That in caſe the ſaid Sum of, &c. ſhall be paid in form aforeſaid, and at the time thereof limited as aboveſaid, that then by and during the ſpace of one whole year, from thenceforth next following, the ſaid *T.* and his Heirs, and all other perſon and perſons, having any lawful Right, Eſtate, Intereſt, Uſe, Poſſeſſion or Demand, of, into or out of the Premiſſes, or any part thereof, by or from the ſaid *T.R.* at and upon the reaſonable requeſt and coſt and charges in the Law only of the ſaid Sir *G.* his Heirs, Executors or Aſſigns, ſhall and will do, make, knowledge and ſuffer, all and ſingular ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, for the conveyance and aſſurance of the Premiſſes, and every part thereof, to the ſaid Sir *G.B.* his Heirs and Aſſigns for ever, in Fee-ſimple abſolutely, to the only uſe of the ſaid Sir *G.* his Heirs and Aſſigns, without any manner of Condition, Deſeazance or Limitation of any other Uſe or Uſes, as by the ſaid Sir *G.* his Heirs, Executors or Aſſigns, or his or their learned Council, ſhall be reaſonably and lawfully deviſed, with Warranty only againſt the ſaid *T.* and his Heirs, ſo always as the ſaid *T.* and his Heirs, be not compelled for the executing & accompliſhing of any the Acts or Things aforeſaid, to travel from the place where ſuch requeſt ſhall be made. *To make further Aſſurance. Condition for travelling about the Aſſurance.*

And alſo, That in caſe, that the ſaid Sum of, &c. ſhall be paid in form aforeſaid, at the time aforeſaid, that then at all times hereafter, the ſaid *T.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall from time to time keep harmleſs and indemnified, as well the ſaid Sir *G.* his Heirs, Executors and Aſſigns, as alſo the ſaid Mannor and all other the Premiſſes, with their Appurtenances, of and from all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Annuities, Joyntures, Dowers, Uſes, Wills, Intails, Statutes-Merchant, and of the Staple, Recognizances, Charges and Incumbrances whatſoever, had, made, done or knowledged, or to be had, &c. by the ſaid *T.* his Heirs or Aſſigns, or by his or their aſſent, conſent, means or procurement of ſuch Grants and Bargains, as the ſaid *T.* heretofore hath, of or for the Premiſſes, or any part thereof made, to or with the ſaid Sir *G.B.* only except. *Diſcharged of Incumbrances.*

Provided allways, That in caſe it doth happen that the ſaid Sum of, &c. be not paid in form aforeſaid, at the time thereof limited as aforeſaid, that then and from thenceforth theſe Preſents, as to the raiſing of any uſe or uſes of or in the Premiſſes, or any part thereof unto the ſaid Sir *G.* and his Heirs and Aſſigns, ſhall be clearly and utterly void and fruſtrate, and then and hereafter the ſaid *T.R.* and his Heirs, and all other perſon and perſons ſeized, or to be ſeized of the *Condition.*

ſaid

ſaid Premiſſes or any part thereof, ſhall thereof ſtand & be ſeized to the only uſe of the ſaid *T.* and of his Heirs and Aſſigns for ever, and to none other uſe or uſes, theſe preſents or any thing therein contained to the contrary not withſtanding. *In Witneſs*, &c.

An Indenture for raiſing of Uſes in Land with Condition, that if any of the Uſees go about to alter the Eſtate tail, his Eſtate ſhall ceaſe, and the next in Remainder enter, and condition alſo, that the Donor may alter the Uſes at his pleaſure.

THis Indenture, &c. between *F.W.* Eſq; of the one part, and *W.M.* and *W.D.* Gent. on the other part, Witneſſeth, That the ſaid *F.W.* for & inconſideration of the great love, zeal and affection which he beareth to *U.* now his wife, & for her perferment & advancement in living by him, and for the good zeal, love and affection which he beareth unto *F.W.* and *M.W.* his daughters, and as yet Heirs apparent unto him, and for the great love, zeal & affection which he beareth unto *E.W.* & *M.M.* Wife of the ſaid *W. M. B.S.* and *C. D.* ſiſters to the ſaid *F.W.* and for the preferment in living of the ſaid *F.* the daughter, and *M.* and their Heirs, and of his the ſaid *F.W.* ſiſters and their Heirs, and for continuance of the Mannors, Lands, Tenenements & Hereditaments hereafter expreſſed in the blood, & kindred of the ſaid Father, and for divers other good cauſes, &c. doth covenant & grant by theſe Premiſſes for him and his Heirs to and with the ſaid *W.M.* & *W.D.* their Heirs and Aſſigns, That he the ſaid *F.W.* the Father & his Heirs and all and every other perſon and perſons, & their Heirs and Aſſigns, that now ſtand or be ſeized, or that hereafter ſhall ſtand or be ſeized of & in all that the Mannor and Lordſhip of *B.* and Hundred of *B.* with all the Rights, Members, and Appurtenances in the County of *W.* And of and in all other the Meſſuages, Lands, Tenements, &c. & Hereditaments whatſoever, of the ſaid *F.* the Father, with all and ſingular their Appurtenances in the Towns, Pariſhes, Hamlets, and Fields of &c. in the ſaid County of *W.* or elſewhere in the ſame County of *W.* in which the ſaid *F.* the Father hath any Eſtate of Inheritance, ſhall from thenceforth ſtand & be ſeized thereof, and of every part and parcel thereof, to the uſes, behoofs, intents and purpoſes hereafter expreſſed, limited, and appointed, and to none other uſe, behoof, intent, or purpoſe; *that is to ſay*, to the uſe and behoof of the ſaid *F.* the Father and *V.* for and during the term of their lives, and the life of the longer liver of them, without impeachment of any manner of Waſt during the life of the ſaid *F.* the Father, and after their deceaſe, and the deceaſe of the longeſt liver of them, then of & in the one Miety of the ſaid Mannor, &c. to the uſe &c. and of and in, &c. to the uſe, &c. [*Here let the Uſes be raiſed.*] Provided alwaps, and it is covenanted, granted, concluded and agreed between the ſaid parties, That if the ſaid *F.* the Daughter, and *M.* or either of them ſhall be fully and finally reſolved and determined, and ſhall willingly and

Proviſo to extinct the Eſtate of the partits going about to diſcontinue the Eſtate Tail.

and wittingly attempt or go about to ſuffer any Recovery, levy any Fine, or to make any diſcontinuance of the whole Premiſſes, or of any part or parcel thereof, or to do or cauſe to be done any Act or Thing whereby the Eſtate tail limited, appointed or intended by theſe Preſents, to them the ſaid *F.* and *M.* or either of them, and to the ſeveral Heirs of their ſeveral bodies lawfully begotten, or whereby the Fee-ſimple of the Premiſſes, or any part thereof ſhall or may be barred, defeated, undone, determined, diſcontinued, altered or changed, that then and from thenceforth the uſe in tail & Eſtate before to her or him limited, or which be by the intent & meaning of theſe preſents, the ſame perſon or perſons ſhall be inheritable of and in ſo much of the Premiſſes, of or in the which ſhe or he ſhall be fully & finally reſolved and determined; and willingly and wittingly ſhall attempt or go about to ſuffer any Recovery, levy any Fine, or to make any Diſcontinuance, or to do any other Act or Acts, Thing or Things, whereby the Eſtates tail or any of them limited, raiſed or appointed by theſe Preſents or any of the Reverſions or Remainders limited in theſe Preſents ſhould or ſhall by any waies or means be defeated, avoided, undone, diſcontinued, barred, altered, changed or determined, ſhall ceaſe and be void touching her or him, & the Heirs of her or his body lawfully begotten, to all intents & purpoſes as the ſame perſon or perſons were dead without any Heirs of his or their body, and then the ſame ſhall be & go to the other uſes limited in theſe preſents, according to the intent of theſe preſents in ſuch ſort as it ſhould, if ſhe or he had died without Iſſue of her or their body lawfully begotten; and for as much as the ſaid *F. W.* hath not as yet any Iſſue Male of his body lawfully begotten, & for that God may hereafter ſend him ſome Iſſue Male, in which caſe the ſaid *F.* may be deſirous to undo the aſſurance thereby made, and to convey the inheritance of the Premiſſes, or ſuffer the ſame to deſcend to ſuch Iſſue Male, and for that alſo the ſaid Daughters of the ſaid *F.* be as yet children & of tender age, ſo as the proof of them is not as yet ſeen, in caſe it may chance that the ſaid *F.* ſhall hereafter miſlike of the Conditions of his ſaid Daughters, or of them when they come of greater years (which God forbid) and for that it may be that the ſaid *V.* may die, leaving the ſaid *F.* and that after the ſaid *F.* may take any other to Wife to whom it ſhall be neceſſary to make a Joynture of the Premiſſes, therefore and for other occaſions that may chance. **Provided always**, & it is covenanted, &c. between the ſaid Parties, and either and every of them, for him, his & their Heirs, doth covenant and grant by theſe preſents, to and with the other & his Heirs, That if the ſaid *F.* do at any time hereafter during his life upon whatſoever occaſion by his Writing ſealed with his Seal, and inrolled in any Court of Record of the Kings Highneſs, his Heirs or Succeſſors, ſignifie and declare, that his will and pleaſure is, that the Uſes or Eſtates limited or appointed in theſe Preſents, ſhall be void and of none effect as touching or concerning all the ſaid Mannor, &c. or touching ſome or any part thereof, that then and from thenceforth the Uſes, Eſtates, and Limitations conveyed, raiſed or made by or in theſe preſents, touching all the ſaid Mannor, &c. and other the Premiſſes, whereof or in the which, the Uſes, Eſtates, and Limitations, limited or expreſſed in theſe preſents ſhall be ſo ſignified to be

Reaſons inducing the Conditions following.

Proviſo to make void the Eſtate tail Supra, or any part thereof upon a Writing to be therefore inrolled in the Chancery.

be void & of none effect, or touching or concerning such or any part of the same premisses, whereof or in the which the Uses, Estate, and Limitations limited or expressed in these presents shall be also signified or declared to be void and of none effect, shall from thenceforth cease, be clearly void & of none effect. **And** than then and from thenceforth the said *F.* his Heirs & Assigns, and all and every person and persons, their Heirs and Assigns that now stand, or that hereafter shall stand seized of or in the said Manner of, &c or of or in any such part, parcel or member thereof, of, in, or touching which the said uses, &c. shall be so signified or declared to be void, shall from thenceforth stand & be seized of and in the same Premisses, of or in the which the uses, &c. limited or expressed in these Presents, shall be so signified or declared to be void, or of or in such part of the same Premisses, of or in which the uses, &c. to the use and behoof of the said *F.* and of his Heirs and Assigns for ever, and to none other use, behoof, intent, or purpose. *And* that then and from thenceforth, it shall be lawful unto the said *F.* and to his Heirs, into the said Mannor, &c. whereof, or in the which the uses, &c. or in to such part, parcel, or member of the Premisses thereof, and enjoy as in their former Estate: This Indenture, &c. *In Witness*, &c. To one part. &c. And to another part, &c. And to the 3*d* part, &c.

An Indenture of Covenants to suffer a Recovery in London, *whereby the Land recovered is assured to the Bargainor, in case a sum of mony (being the purchase-many) be not paid, albeit the rest of the Assurances to the Vendee be absolute.*

A Bargain and Sale of a Freoffment with Livery, and a Release enrolled in London, *all absolute without condition.*

THis **Indenture** tripartite, &c. between *T. G.* on the first part, *G. L.* &c. on the 2*d* part, and *A. B.* and *C. D.* one the 3*d* part; **Witnesseth** That **whereas** the said *T. G.* by good & sufficient conveyance, to him heretofore made, by and from the said *G. L.* is lawfully seized in his Demesn as of Fee, of and in all that Messuage, &c. & of & in all Shops, &c. It is now fully covenanted, granted, concluded, condescended, and agreed, between the said parties, to these presents, in manner and form following, that is to say, that the said *A. B.* and *C. D.* or the Survivor of them, before the 1*st* day of *O.* next ensuing the date of these presents, shall pursue and bring the Kings Majesties Writ of *Right Patent*, out of his Highness Court of *Chancery*, against the said *T. G.* to be directed to the Mayor and Sheriffs of the City of *L.* By which Writ of *Right Patent*, the said *A.* and *C.* or the Survivor of them in the *Guil-Hall* of *L.* before the said Mayor and Sheriffs in the Court of *Hustings*, according to the Custom of the same City, shall demand against the said *T. G.* the said Messuage or Tenement, or other the premisses, by the name of one Messuage and one Curtilage, with the Appurtenances in *L.* or by such other name or quantity, as the said *T.* or his learned Council shall think meet; and that the said *T.* in his own proper person, or by

by his ſufficient Attorney, ſhall appear to the ſaid Writ, and after declaration thereupon made, ſhall make defence & vouch over to Warranty the ſaid *G. L.* who ſhall appear and enter into Warranty, and vouch over the common Vouchee, which common Vouchee ſhall im parl, & after make default, and depart in contempt of the Court, whereby Judgment ſhall be given in the ſaid Writ againſt the ſaid *T.G.* & Execution thereof ſhall be had. *And now* it is by theſe preſents fully and expreſſed witneſſed and declared, *And* alſo it is covenanted, granted, condeſcended, expreſſed and agreed by and between all and every the ſaid parties by this preſent Indenture, That the ſaid Recovery in what manner, form, or by whatſoever Name or Names, the ſame ſhall be had and paſſed, and the Execution thereof, and that the true intent and meaning of the ſame is, and that all other Recoveries, & all Fines, Feoffments, and other Conveyances and Aſſurances whatſoever, at any time ſince the firſt day of this inſtant Month of *J.* ſuffered, leived, executed or made to be, &c. hereafter of the ſaid Meſſuage, Tenements, & Premiſſes, or any part thereof, and that the ſaid *A.B.* and *C.D.* and the Survivor of them and their Heirs, and all and every other perſon and perſons which now be, or at any time hereafter ſhall be ſeized of the ſaid Meſſuages, &c. ſhall thereof, and of every part thereof, ſtand and be ſeized to the Uſes and intents hereafter in theſe preſent Indentures mentioned and expreſſed, and to no other uſe or intent: *That is to ſay*, To the only uſe of the ſaid *T.G.* & of his Heirs and Aſſigns for ever; So always, and upon condition, that the ſaid *T.G.* his Heirs, Executors, &c. do pay, &c. to the ſaid *G. L.* the Sum of 246 *l.* of &c. at the ſaid Meſſuages, &c. in form following: *viz.* on the *&c.* 76 *l.* thereof, &c. **Provided always**, and it is moreover Covenanted Granted and Agreed by and between the ſaid parties to theſe preſents, That if default be made of, or in payment of the ſaid Sum of &c. or any part thereof contrary to the form afore mentioned, that then the ſaid Recovery to be ſuffered and executed by reaſon of theſe preſents, and all and ſingular other the ſaid Recoveries, &c. ſhall be, and all perſons that now be, or hereafter ſhall be ſeized of the ſaid Meſſuage, &c. ſhall from time to time, & at all times after ſuch default had or made, ſtand and be thereof and every part thereof ſeized to the only uſe of the ſaid *G.L.* his Heirs and Aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever. **And alſo** the ſaid *T G.* covenanteth, &c. That within 3 month after ſuch default, as aforeſaid, made of and in paymet of the ſaid Sum. &c. contrary to the form aforeſaid, he the ſaid *T.* his Heirs or Aſſigns, ſhall at the Meſſuage aforeſaid, well and ſafely redeliver, or cauſe &c. to the ſaid *G.* his Heirs or Aſſigns all ſuch Deeds, Evidences or Writings, as the ſaid *G.* or his Heirs or any of them hath now made or delivered, or hereafter in the mean time ſhall make or deliver to the ſaid *T. G.* or his Heirs concerning the Premiſſes, or any part thereof. [*A Covenant for giving Acquittances at every payment*] *&c. In Witneſs*, &c.

Uſe of the Recovery, and of all other Aſſurances.

Uſes.

Conditions.

Proviſo to change the uſe.

Covenant to redeliver Writing.

A Covenant to ſuffer a Recovery of Copy-hold Land, by a Plaint in a Court-Baron, after the Order of a Recovery at the Common Law.

THis Indenture tripartite, &c. Between *R.H.* Citizen & Inholder of *L.* on the firſt part, and *H.L.* of *H.* in the County of *M.* and *E.* his Wife on the ſecond part; and *W.W.* of *L.* Inn, in the County of *M.* Gent. on the 3 part, *Witneſſeth*, that for divers Conſiderations, moving, the ſaid parties, It is covenanted, granted, and agreed, by and between the ſaid *R.H.* *H.L.* and *E.* his wife, and the ſaid *W.* and every of them, in manner and form following, that is to ſay, The ſaid *R.H.* doth covenant & grant, that he the ſaid *R.* before the 20 day *J.* next, &c. ſhall permit and ſuffer the ſaid *W.W.* to bring and purſue againſt the ſaid *R. H.* in the Court-Baron of the Mannor of *H.* in the ſaid County of *M.* one Plaint, in the nature of a Writ of *Entry ſur Diſſeiſin, in le poſt*, of all and ſingular thoſe his Meſſuages, one Cottage, and 20 Acres of Meadow, with the Appurtenances, which ſaid Meſſuage &c. being ſituate together, and do abutt upon &c. & which ſaid Meſſuage, &c. the ſaid *R.H.* late had in Remainder of the Surrender of *M.H.* his Father, by the names of one Tenement heritable, & two Croſts thereupon appertaining, containing in the whole, by eſtimation 9 Acres, ſometime *J.H.* and an Acre, &c. lying between &c. as by the Court-Roll of the General Court of the ſaid Mannor, holden at *H.* on *Thurſday* being the 27*th* day of *N.* in the firſt year, &c. amongſt other things, more plainly and fully doth and may appear. And that the ſame Plaint, in the nature of the ſaid *Writ of Entry* in the *Poſt*, ſhall be entred, commenced, and ſued, of all and every the Premiſſes, with the Appurtenances, by the Names of &c. with Appurtenances in *H.* within the Juriſdiction of the Court of the ſaid Mannor of *H.* to the which Writ the ſaid *R.H.* alſo promiſeth, that he ſhall and will appear in his own proper perſon, or by his Attorny, in ſuch behalf lawfully authorized: And thereupon ſhall make his defence, according to the Law, and thereof ſhall Vouch to Warranty of and for the premiſſes one *J. M.* and that the ſaid *J. M.* ſhall enter into the Warranty of the Premiſſes, and after ſhall make Default, according to the manner and form of common Recoveries in Writs of *Entry ſur diſſeiſin in le poſt*, whereby the ſaid *W.W.* ſhall have Judgment to recover the ſaid two Meſſuages, and 20 Acres of Meadow, and other the Premiſſes, againſt the ſaid *R. H.* and the ſaid *R.H.* to recover over in value, againſt the ſaid *J.M.* according, to the manner and form of common Recoveries in Writs of *Entry* &c. which ſaid Recovery, the ſaid *R. H.* covenanteth, promiſeth, and granted, to ſuffer to be executed by Precept and Warrant out of that Court, in the nature of a Writ of *Habere facias ſeiſinam*, according to the Order of the Law.

Covenant to ſuffer a Recovery.

By the Name.

Le Vſt.

And

And it is further in like manner covenanted, granted, condeſcended, and agreed, between the ſaid *R.L. H.L.* and *E.* his Wife, and the ſaid *W.W.* that the ſaid Recovery, and the Eſtate of the Premiſſes, to be had and to be recovered and obtained by reaſon thereof, ſhall be to the only uſe, behoof, intent and meaning, hereafter in theſe preſents expreſſed and declared, and to no other uſes, behoofs, intents and meanings, that is to ſay, To the uſe and behoof of the ſaid *E.L.* the Daughter of the ſaid *R.H.* and of her Heirs and Aſſigns for ever. **And** moreover, it is covenanted, granted, condeſcended and agreed, between the ſaid parties to theſe Preſents, and the ſame parties, for them, their Heirs, Executors and Aſſigns; and for the Heirs, Executors and Aſſigns of every of them, do covenant, promiſe, grant, condeſcend, conclude and agree, by theſe Preſents, that the ſaid *W.W.* and his Heirs and Aſſigns, after the ſaid Recovery of the ſaid Premiſſes, and execution thereupon had by the ſaid *W.* accordingly, ſhall thereupon, and thereto ſtand and be ſeized of the ſaid Meſſuage, &c. to the only uſe and behoof of the ſaid *E.L.* and of her Heirs and Aſſigns for ever; and to no other uſe or uſes. **In Witneſs**, &c.

The Recovery to be to the uſe of, &c.

Recoveror to ſtand ſeized of ſuch uſes.

An Indenture for knowledging of a Fine and Recovery of Land, and leading the Uſe thereof with Covenants of Warranty, and diſcharge of Incumbrances.

This Indenture, &c. Between *T.S.* of Weſt *A.* in the County of *S.* Gent. Son and Heir of *J.S.* late Wife of *C.S.* deceaſed, Father of the ſaid *T.* which *J.* was Daughter and Heir of *R.P.* the younger, which was Son and Heir of *R.P.* the elder, on the one part, and *N. B.* Citizen and Grocer of *L.* and *S.B.* eldeſt Son of the ſame *N.* on the other part, **Witneſſeth**, That for and in conſideration of the Sum of, &c. to the ſaid *T.* before the enſealing, &c. paid and contented by the ſaid *N.B.* whereof, &c. It is now covenanted, concluded and agreed, between the ſaid parties. **And**, the ſaid *T.S.* for him, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant and grant to and with the ſaid *N.B.* and *S. B.* their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in manner, &c. That the ſaid *T.S.* and *A.* now his Wife, before the 27th day of *J.* now next coming, at the coſts and charges in the Law of the ſaid *N.* and *S.* ſhall and will knowledge one Fine, *Sur Conizance de droit come ceo que il ad de ſon*, done in due form of Law, and according to the uſual courſe of Fines unto the ſaid *N.* and *S.* as well of all that Meſſuage, with all and ſingular Barns, Stables, Houſes, Buildings, Lands, Tenements, and other Appurtenances thereunto belonging, now or late in the tenure or occupation of, &c. or of his Aſſigns, ſituate, &c. in *T.* in the County of *M.* which one *W.R.* by his Indenture of Leaſe, dated, &c. did demiſe, and let to Farm

Covenant to levy the Fines.

to one *R. F.* for a certain term of years, not yet expired, and of one Close, &c. containing by estimation 10 Acres of Land, and of a Field called, &c. containing, &c. & of one Meadow, &c. to & with the Messuages aforesaid, now occupied and belonging: As also of all and singular other Messuages, Lands, Tenements, Rents and Services, and the Reversion and Reversions thereof whatsoever, which the said *T.* hath, or ought to have in *T.* aforesaid: And the same, by the said Fine, shall remise and quit claim from them and their Heirs, to the said *N.* and *S.* and the Heirs of the said *N.* for ever, with Warranty of the said *T.* and *A.* against themselves, and the Heirs of the said *T.* for ever: which Fine so had and levied, shall be to the use of the said *N.* and *S.* and their Heirs for ever. *And moreover*, it is agreed between the said parties, that immediately or soon after the said Fine shall be knowledged and recorded, one *N. N.* shall bring and pursue one Writ of Entry in the *Post*, in the Kings Court of Common-Pleas at *W.* before his Justices there, and thereby shall demand the Premisses by words of Course, against the said *N. B.* and *S.* or the Survivor of them, to the which Writ the said *N.* and *S.* or the Survivor of them, shall appear *gratis*, and Vouch to Warranty the said *T. S.* **And** the said *T. S.* for him, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *N.* and *S.* their Heirs, Executors and Administrators, by these presents, That he the said *T.* upon reasonable premonition and request thereof to him before-hand, to be given and made, will thereupon appear in the said Court, and there enter into the said Warranty *gratis*, and after Vouch over the common Vouchee, who may then likewise enter into the Warranty and Imparl, and after Imparlance depart in contempt of the Court, so as a perfect Recovery, with double Vouchee, may then be had and passed of all the Premisses, in due form of the Law, and seisin thereof had and executed accordingly, for the perfect executing and performing of which said Recovery with double Voucher, as before the said *T. S.* for him, his Heirs and Assigns, doth covenant and grant, upon reasonable request, to do all such reasonable Act and Acts, as before is limited, or otherwise shall be meet and convenient by him to be done and executed concerning the Premisses, the same to be done at the cost and charges in the Law only of the said *N.* or *S.* their Heirs or Assigns. **And** it is further covenanted, concluded and agreed between the said parties to these Presents, for themselves, their Heirs and Assigns, and every of them, for himself and his Heirs, doth covenant, grant and agree, to and with each other of them, and his and their Heirs, by these Presents, that as well the said Fine and Recovery aforesaid, and either of them to be levied, or had of the Premisses, or of any part thereof; as also all and every other Conveyances and Assurances whatsoever, thereof, or of any part thereof, to be knowledged, had, or made at any time hereafter, between the said parties, their Heirs or Assigns, shall be, and by these Presents are fully and plainly expressed, declared and agreed, to be to the only use and behoof of the said *N.* and *S.* and of their Heirs and Assigns for ever, and to none other use, behoof, intent or purpose whatsoever. **And** the said *T. S.* Covenanteth, &c. to and with the said *N.* and *S.* &c. in manner, &c. *viz.* That he the said *T. S.* now is and standeth, and until the levying and ingrossing of the Fine aforesaid

The Recovery.

The Fine and Recovery to be to the uses in these presents.

Stated.

ſaid, ſhall be and ſtand lawfully and ſolely ſeized, of and in all and ſingular the Premiſſes, of a good, perfect and ſure Eſtate in the Law, in Fee-ſimple or Fee-Tail; And that the ſame Premiſſes are and ſtand, and at the ingroſſing of the Fine aforeſaid, ſhall be and ſtand, and for ever hereafter ſhall abide and continue, clearly and freely diſcharged and acquitted; or otherwiſe by the ſaid *T.* his Heirs, Executors or Adminiſtrators, at all times ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, Sales, Leaſes, Bonds, Statutes, Recognizances, Rents, Arrearages of Rents, Forfeitures, Re-entries, and Cauſes of Forfeiture or Re-entry, and all other Eſtates, Rights, Titles, Grants, Charges, or Incumbrances whatſoever, had, made, cauſed, procured, or agreed unto by the ſaid *T.S.* or any of his Anceſtors; or of any other perſon or perſons, by his or their Means, Title, or procurement, one yearly Rent of 5 *l.* 16 *s.* 8 *d.* and Suit to the Court of the Mannor of *T.* reſerved, of and for the Premiſſes, yearly to be paid and due, to the Heirs and Aſſigns of *W. G.* deceaſed, and the ſaid Leaſe made by the ſaid *W.R.* to the ſaid *W.F.* as aforeſaid, always except and fore-prized. **And alſo,** that the ſaid *N.* and *S.* their Heirs and Aſſigns, ſhall and lawfully may from henceforth, have, hold and enjoy the Premiſſes, and have, take, perceive and enjoy all the Rents, Revenues, Iſſues and Profits thereof to their own uſe, without any Let, Diſturbance or Eviction, of or by the ſaid *T.S.* his Heirs or Aſſigns, or of, or by any other perſon or perſons, by his Means, Title, or procurement. **And** moreover, That he the ſaid *T.* and his Heirs, at all times, during 5 years next after the date of theſe Preſents, at and upon every reaſonable requeſt, and at the coſts and charges in the Law only of the ſaid *N.* and *S.* their Heirs, Executors or Aſſigns, or any of them, ſhall and will do, make, knowledge, and ſuffer all and ſingular Act and Acts, Thing and Things in the Law, with Warranty only againſt the ſaid *T.* and his Heirs, for the further and better Conveyance, Aſſurance, and ſure making of all and ſingular the Premiſſes, to be had, conveyed, and made ſure to the ſaid *N.* and *S.* and their Heirs, and the Survivor of them, his Heirs and Aſſigns, for his and their own uſe, clearly and abſolutely, without any manner of Condition for ever, as by the ſaid *N.* and *S.* or the Survivor of them, his Heirs, Executors or Aſſigns, or by his or their Council learned in the Laws of this Realm, ſhall be lawfully and reaſonably Deviſed or Adviſed. **In Witneſs,** &c.

Free from Incumbrances.

Quiet enjoyment.

For further Aſſurance.

An Indenture for acknowledgment, and leading the Use of a Fine and Recovery.

THis Indenture Tripartite, made, &c. Between *H.G.* Esq; on the first part, *A. G.* natural Mother of the said *H.* on the 2 d. part, and *T.G.* Gent. on the 3 d. part, **Witnesseth**, That it is covenanted and agreed, by & between the said parties, for themselves, their Heirs and Assigns, in manner and form following, *that is to say*, That the said *H.G.* and *A.* his Wife, before the end of *Michaelmas* Term next coming, before the Kings Majesty Justices of his Common-Bench at *Westminster*, shall levy one Fine with Proclamations, according to the Statute in that behalf provided, unto the said *T.G.* and his Heirs, of all those two Messuages, with their Appurtenances, in *F.* and *W.* in the County of *M.* now or late in the several Tenures or Occupations of, &c. or their Assigns, by the name of Messuages, 2 Barns, 2. Gardens, 16 Acres of Meadow, 70 Acres of Pasture, and 6 Acres Wood, with their Appurtenances, in *F.* and *W.* and that after the said Fine shall be recorded before the said Justices, *T.W.* Gen. and *R. C.* by the Kings Majesties Writ of *Entry sur Disseisin in le post*, shall by the names aforesaid, demand the said Messuages, with their Appurtenances, in the said Court, before the said Justices, against the said *T. G.* on this side the Feast of St. *A.* next ensuing, to which Writ the said *T.G.* shall appear in his proper person and make defence by words of course, and shall vouch to Warranty the said *H.G.* who also shall appear in his own proper person, and vouch over the common Vouchee, who shall also appear and joyn the Mise, and after Imparlance, shall depart in contempt of the Court, so as a perfect Recovery shall be had by the said *T.G.* and thereof Seisin executed upon the Premisses, according to usual manner of common Recoveries. **And further**, That the said Recovery, and the Seisin thereof had as aforesaid, and all other former Conveyances of the Premisses shall be, and all persons seized, or to be seized thereof, or of any part thereof, shall stand thereof and be seized, to the only uses and intents following, & to none other use or intent whatsoever. *That is to say*, Of the said Messuage, with the Appurtenances, in the Occupation of the said *W.S.* to the only use of the said *H.G.* and of his Heirs and Assigns for ever; and of the said Messuage, with the Appurtenances, in the Occupation of the said *T.G.* to the use of the said *A.G.* for and during all the term of the natural life of the said *A.* and after her decease, to the use of the said *H.G.* and of his Heirs and Assigns for ever.

Marly vi. **And** the said *H.G.* for him, his Heirs, Executors and Administrators, and every of them, doth covenant and grant, to and with the said *A.G.* her Executors, &c. in manner, &c. *viz.* That the said Messuage, with the Appurtenances, in the Occupation of, &c. and mentioned to be conveyed by the Fine and Recovery aforesaid, now is, and during the natural life of the said *A.G.* shall be, or lawfully may be & continue to the said *A.* & her Assigns, during the

the natural life of the ſaid *A.* of the clear yearly Rent and value of 13 l. 13 s. 4 d. of lawful, &c. above all Charges and Repriſes. **And**, that the ſaid *A.G.* and her Aſſigns, may lawfully and quietly have, hold and enjoy the ſaid Meſſuage, with the Appurtenances, in the Occupations of the ſaid, &c. and mentioned to be conveyed by the Fine and Recovery aforeſaid, during the natural life of the ſaid *A.* clearly diſcharged and acquitted; or otherwiſe at all times by the ſaid *H.G.* and his Heirs, ſufficiently kept harmleſs, of and from all former Bargains, Grants, Sales, Bonds, Charges, Eſtates, Titles, Intereſts and Incumbrances whatſoever, had, made, done, cauſed or procured by the ſaid *H.G.* or by *W.G.* late Father of the ſaid *H.* or by their or any of their act, knowledge, conſent or procurement. *In witneſs*, &c.

Freed from Incumbrances.

Covenant to levy a Fine.

An Indenture for acknowledging a Fine of a Rent.

This Indenture tripartite, made, &c. between *W.G.* of *B.* in the County of *W.* Eſq; and *E.* his Wife, on the firſt part, and *R.P.* Citizen and Merchant-Taylor of *L.* on the 2 d. part, and *S.P.* eldeſt Son of the ſaid *R. P.* on the 3 d. part, **Witneſſeth**, That it is covenanted, granted and agreed between the ſaid parties, for them, their Heirs and Aſſigns, and every of them by theſe preſents, That the ſaid *W.* and *E.* for themſelves, their Heirs, and Aſſigns, and every of them, do covenant and grant to and with the ſaid *R.* and *S.* their Heirs and Aſſigns, and the Heirs and Aſſigns of every of them by theſe preſents, in manner and form following, that is to ſay, That they the ſaid *W.* and *E.* before the Feaſt of *A.* next coming, at the coſt and charges in the Law of the ſaid *R.* and *S.* or one of them, or of their Executors, Adminiſtrators or Aſſigns, or one of them, ſhall and will in due form of Law, knowledge or levy one or more Fine or Fines, with Proclamations, before the Juſtices of our Sovereign Lord the King, of his Common-Bench at *Weſtminſter*, according to the common and uſual order of Fines, and of the Statutes in that caſe provided, of 9 l. 13 s. 4 d. going out of 2 Meſſuages and 2 Shops, and of one yearly Rent of 6 l. 13 s. 4 d. going out of one other Meſſuage, and one Shop, with the Appurtenances in *W.* in the pariſh of St. *M.* of *L.* at the Feaſts of the *Birth*, &c. the *Annunciation*, &c. the *Nativity*, &c. and St. *M.* by even portions to be paid; and alſo of 13 s. 4 d. to be paid in the name of a Pain, for not paying of the ſaid yearly Rent of 9 l. 13 s. 4 d. and of 10 s. to be paid in the name of a Pain, for not paying the ſaid yearly Rent of 6 l. 13 s. 4 d. then and ſo often, when and as often as the ſame Rents, in any Feaſt of the Feaſts aforeſaid, ſhall be unpaid; and by the ſame Fine and Fines, ſhall acknowledge the ſaid yearly Rents, and the ſaid Sums in the name of a Pain to be paid, in manner and form aforeſaid, to be the right of the ſaid *R.* as thoſe that the ſaid *R.* and *S.* then ſhall have of the gift of the ſaid *W.* and *E.* and the ſame, by the ſaid Fine or Fines, ſhall remiſe and quit-claim, for them the ſaid *W.* and *E.* and their Heirs, to the ſaid *R.* and *S.* and the Heirs of the ſaid *R.* for ever.

Quiet enjoyment.

Warranty for the Rent and Pain.

And moreover, the ſaid *W.* and *E.* ſhall by the ſaid Fine and Fines, grant for them, and the Heirs of the ſaid *W.* that they ſhall warrant to the ſaid *R.* and *S.* and to the Heirs of the ſame *R.* the ſaid Rents, & the ſaid ſums to be paid in the name of a Pain in manner & form aforeſaid, againſt them the ſaid *W.* and *E.* and the Heirs of the ſaid *W.* for ever, or otherwiſe by any other Fine in any other manner only, with ſuch warranty as is aforeſaid, as by the learned Council of the ſaid *R.* and *S.* or either of them, ſhall be lawfully and reaſonably deviſed or adviſed at the only coſt and charges of the ſaid *R.* and *S.* or of one of them, or of the Heirs, Executors or Adminiſtrators of one of them. **And** the parties aforeſaid, do Covenant, Grant and Agree together for themſelves, their Heirs and Aſſigns, and for every of them, and the Heirs and Aſſigns of every of them by theſe preſent Indentures, that the ſaid Fine, and every other Fine and Fines as is aforeſaid, to be knowledged between the ſaid parties, or their Heirs of and for the ſaid yearly Rents aforeſaid, going out of the ſaid Meſſuages and Shops aforeſaid, and of the ſaid ſum to be paid in the name of a Pain, in manner and form aforeſaid, ſhall be, and from thenceforth ſhall be deemed and taken to be, and alſo that then and from thenceforth the ſaid *R.* and *S.* and the Heirs of the ſaid *R.* and they the ſaid *R.* & *S.* and the Heirs of every of them ſhall be, and ſtand ſeized of the ſaid yearly Rents, and other the Premiſſes with the Appurtenances, to the

Uſes.

only uſes, intents and purpoſes hereafter expreſſed in theſe Indentures, and to none other uſe or uſes, intent or purpoſe whatſoever, that is to ſay, Of the ſaid yearly Rent of 9 *l.* 13 *s.* 4 *d.* & of the ſaid ſum of 13 *s.* 4 *d.* to be paid in the name of a Pain for not paying thereof in manner and form as aforeſaid, as often as the ſaid Pain ſhall be payable to the only uſe and behoof of the ſaid *S. P.* and of the Heirs and Aſſigns of the ſaid *S.* for ever, and of the ſaid yearly Rent of 6 *l.* 13 *s.* 4 *d.* and of the ſaid ſum of 10 *s.* to be paid in the name of a Pain, for not paying thereof in manner and form aforeſaid, as often as the ſaid Pain ſhall be payable to the only uſe of the ſaid *R. P.* and of the Heirs and Aſſigns of the ſaid *R. P.* for ever. **In Witneſs**, &c. to one part of theſe preſent Indentures, remaining to and with the ſaid *R. P.* the ſaid *W.* and *E.* have ſet their Seals, and to one other part thereof remaining, to and with the ſaid *S. P.* the ſaid *W.* and *E.* have likewiſe ſet their Seals, and to the 3 d. part of the ſame Indentures, remaining to and with the ſaid *W.* and *E.* the ſaid *R.* and *S.* have ſet their Seals, &c.

A Covenant to convey Land and Rent to the Uſe of a Colledge.

This Indenture Quadripartite, made, &c. Between *W. F.* Cit. & *M.* of *L.* on the firſt part, *A. B. &c.* on the 2 d. part, and the Maſter and Wardens of the Myſtery of Merchant-Taylors, of the Fraternity of St. *J. Bap.* in the City of *L* on the 3 d. part, and the Preſident and Scholars of the Colledge of St. *J. Baptiſt*, in the Univerſity of *O.* on the 4th part, **Witneſſeth**, that *whereas* our Sovereign Lord the King, by his Highneſs Letters Patents under

under the Great Seal of E. bearing date at *Weſtminſter*, 30th day of *O.* now laſt paſt, for the cauſes, and for the purpoſe in the ſame Letters Patents expreſſed, hath given and granted unto the ſaid *W.F.* by the name of her beloved Servant *W. F.* and to his Heirs and Aſſigns for ever, all that yearly Rent or Stipend of ſeven pound, and that yearly Rent of ſix ſhillings, eight pence, which were ſometime given and granted by *N.F.* deceaſed, to certain ſuperſtitious uſes in the Church of *M.* in the County of *N.* and which were appointed by the ſaid *M.* to be iſſuing and going out of the Lands and Tenements of the Myſtery or Fraternity of St. *John Baptiſt* in the City of *L.* and to be paid by the Maſter and Wardens of the Myſtery aforeſaid, & alſo by the ſame Letters Patents, hath given and granted unto the ſaid *M. F.* his Executors and Aſſigns, all the Arrearages of the ſaid ſeveral yearly Rents of 7 *l.* and 6 *s.* 8 *d.* concealed and unpaid from the Feaſt of *E.* in the 2 d. year of the Reign of our ſaid Sovereign Lord King *E.* the 6*th*, until the Feaſt day of St. *M.* it the 19*th* year of the Reign of our ſaid Sovereign, &c. and one Writing Obligatory of 200 Marks remaining in the Cuſtody of his Majeſties Remembrances, &c. bearing date the 20*th* day of *M.* now laſt paſt, wherein the ſaid Maſter and Wardens ſtood bound to his Majeſty for the payment of 103 *l.* 6 *s.* for the Arrearages of the ſaid yearly Rents, as by the ſaid Letters Patents, &c. *And whereas* the ſaid *W.F.* in his own right, and to his own uſe, is lawfully and ſole ſeized, of and in one Meſſuage and Tenem. with the Appurtenances, lying and being in *C.* ſtreet, in the Pariſh, &c. in *L.* now in the Occupation of *R. T.* and which the ſaid *W.* lately purchaſed to him and his Heirs of *J. M.* of *L.* Draper. *Now* the ſaid *W.F.* minding not only to imploy the ſaid Meſſuage or Tenement, with the Appurtenances for ever, to the help and relief of poor Scholars for the time being, Students in St. *John Colledge* in *O.* aforeſaid, but alſo intending duly to perform the purpoſe and intent of the ſaid Letters Patents for him and his Heirs, doth Covenant and grant to and with the ſaid Maſter and Wardens, & their Succeſſors by theſe preſents, that he the ſaid *W.* or his Heirs, on this ſide the Feaſt of *P.* next coming ſhall and will grant, convey and aſſure from him the ſaid *W.* and his Heirs, unto the ſaid *A. B.* and his Heirs for ever, as well the ſaid Capital Meſſuage, with all and ſingular the Appurtenances, in as large and ample manner, as the ſaid *W.* had the ſame of the ſaid *J. M.* as alſo the ſaid yearly Rent or Stipend of 7 *l.* and the ſaid yearly Rent of 6 *s.* 8 *d.* and all the Arrearages thereof aforeſaid; and alſo the ſaid Writing Obligatory, & Sum of mony therein ſpecified in as large & ample manner, as our ſaid Sovereign Lord hath given & granted the ſame to the ſaid *W.* & his Heirs as aforeſaid. **Yet nevertheleſs**, upon and under ſuch Condition, that the ſaid *A.B.* ſhall forthwith make and declare his laſt Will in writing under his Hand & Seal, of and for all and ſingular the Premiſſes, and by the ſame his laſt Will, ſhall deviſe, give and bequeath all and ſingular the ſaid Premiſſes, to the ſaid Maſter and Wardens, and their Succeſſors for ever, to the intent, that they for ever hereafter, ſhall imploy, pay and diſtribute yearly, or cauſe, *&c.* yearly, the clear yearly Rent and profit of the ſaid Meſſuage or Tenement with the Appurtenance, between 5 poor Students and Scholars of the Colledge aforeſaid for the time being, and which ſhall moſt like to bend their Studies

Recital of Letters Patents.

Recital of the Seizure.

Intentio donatoris.

Covenant to make Aſſurance by a day to A.B. who ſhall make his Will thereof to make certain uſes.

to Divinity, to be yearly divided betwixt them in 5 equal parts, that is, to every of them one equal 5th part, towards the amendment of their Batelings. *And further also*, to the intent that the said Wardens and their Succeſſors, ſhall for ever hereafter yearly employ, diſtribute, and beſtow the ſaid yearly Rent, Stipend of 7 l. and the ſaid yearly Rent of 6 s. 8 d. in ſuch manner & form as hereafter in theſe preſents is expreſſed, that is to ſay, the ſaid yearly Rent of 6 s. 8 d. yearly to be paid and given in 2 equal moieties, *viz.* on the 27 day of *O.* the one half thereof to the Clerk of the myſtery aforeſaid, and the other half on the ſame day to the Beadle of the ſame myſtery for the time being, & the ſaid yearly Rent or Stipend of 7 l. from thenceforth yearly on the ſaid 27 day of *O.* to be diſtributed part and part like to, and amongſt the poor Almeſmen of the Livery of the ſaid Myſtery, to the augmenting of their penſions, & ſo to have continuance from time to time for ever. *And* the ſaid *W. F.* doth by theſe Preſents ordain, & of one aſſent, conſent and agreement amongſt all the ſaid parties: It is by them ordained and eſtabliſhed for a perpetual Ordinance, for and touching the ſaid *Dividends* or portions of the ſaid clear yearly Rent and profit of the ſaid Meſſuages or Tenements, with the Appurtenances, in manner and form following, that is to ſay, that the ſaid *Dividends* or portions ſhall be called and named by the name of *F.* his Bateling. *And* the ſaid Maſters and Wardens of the Myſtery aforeſaid, for them and their Succeſſors, do covenant and grant to and with the ſaid *W. F. &c.* that they the ſaid Maſter and Wardens & their Succeſſors, ſhall and will yearly diſtribute and pay the ſaid ſeveral yearly Rents of 7 l. & 6 s. 8 d. and every part and parcel thereof yearly for ever, as they ſhall have and receive the ſame to the uſe and behoofs aforeſaid, and in ſuch manner and form as is aforeſaid, and according to the true meaning of theſe Preſents, without any manner of default, fraud or covin. [*A like Covenant for the Rent of the ſaid Meſſuage, &c.*] In Witneſs, &c.

Covenant by the Company to make payment, &c.

A Conveyance to ſecure the payment of Rent to a Feme Covert, by Leaſe and Releaſe.

THis Indenture, made, &c. Between *J. T.* of *E.* Gent. and *M.* his Wife, of the one part; & *J. S.* of *L.* in the County of *E.* Eſq; *R. A.* Citizen and *S. L.* of the other part, Witneſſeth, That in conſideration of a Marriage heretofore had between the ſaid *J. T.* and *M.* and of the great advancement in Lands and otherwiſe, that the ſaid *J. T.* hath had in Marriage with the ſaid *M.* And in conſideration, that ſhe the ſaid *M.* at the earneſt Requeſt of the ſaid *J. T.* and for the better enabling him to pay his juſt debts, hath agreed by fine & otherwiſe, to joyn with him in the Sale of certain Lands in the pariſhes of *S. A.* and *S. H.* in the Counties of *B.* and *O.* or one of them, heretofore conveyed and ſetled for part of the Joynture of the ſaid *M.* before her Marriage with the ſaid *J. T.* to the value of 100 l. *per ann.* or near thereabouts

Conſideration.

Recital to enable to pay juſt Debts.

Agreement to joyn in Sale.

thereabouts. And for the settling and conveying of the Mannor, Messuages, Lands and Tenements, herein after mentioned, for an increase of Joynture, for her the said *M.* in lieu, recompence & satisfaction of the Joynture Lands that she hath agreed to joyn in the sale of as aforesaid: And for the entire love and affection that the said *J.T.* hath and beareth unto the said *M.* and for the settling and assuring unto and upon her the said *M.* of a yearly Rent, or Payment of 100 *l. per annum*, during the Joynt-lives of him the said *J.T.* and of her the said *M.* as a seperate maintenance for her the said *M.* to be in her own disposé, in such manner as hereafter in these Presents is expressed; and so as the said *J.T.* may not intermeddle, or have any thing to do therewith; or to take, require, challenge, or demand any account thereof. And for the settling and assuring of the same Mannor, Messuages, Lands and Tenements hereafter particularly mentioned in the Name and Blood of him the said *J.T.* so long as it shall please Almighty God to continue the same; and for other good causes and considerations, him the said *J.T.* moving, he the said *J.T.* hath granted, alienes, enfeoffed, released and confirmed; and by these Presents doth grant, alien, enfeoff, release and confirm unto the said *J.S.* and *R.A.* (in their actual possessions, now being by vertue of one Indenture of Bargain and Sale to them thereof made by the said *J.T.* bearing date the day before the date of these presents, and by force of the Statute, for transferring of uses into possession, in that behalf made and provided) and to their Heirs, all that the Mannor or Lordship of *T.* with the Rights, Members, and Appurtenances thereof, in the Parish of *T.* in the County of *W.* or elsewhere in the said County of *W.* and all and singular Messuages, Tenements, Farms, Lands, Meadows, Pastures, Feedings, Demesn Lands, Commons, Courts, profits of Courts, Rents, Reversions, Services, Moors, Marshes, Woods, Underwoods, Wasts, Wast Grounds, Franchises, Priviledges, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the said Mannor or Lordship belonging, or in any wise appertaining; or therewith demised, used, occupied or enjoyed, as thereunto belonging, or reputed, deemed, taken, or known, as part, parcel, or member thereof, or of any part thereof; and all and singular other the Lands, Tenements, and Hereditaments whatsoever, of him the said *J.T.* situate in the Parish of *T.* aforesaid, or elsewhere, in the said County of *W.* which he the said *J.T.* lately purchased of *R.W.* and *M.* his Wife, and *W.W.* his Son, or any of them; all which said Mannor and Premisses, now are, or late were in the several Tenures or Occupations of the said *J.T.* and of *T.B.* Yeo. or of one of them, their or one of their Assignee or Assigns, Under-Tenant or Under-Tenants, and the Reversion and Reversions, Remainder and Remainders of the said Mannor and Premisses, and every part and parcel thereof; and also the Estate, Right, Title, Interest, claim, Inheritance, Property and Demand whatsoever, of him the said *J.T.* of, in and out of the said Mannor or Lordship and Premisses, and of, in, unto, and out of every part and parcel thereof; *To have and to hold* the said Mannor or Lordship, Messuages, Lands, Tenements, Demesn Lands, and all and singular other the Premisses before by these presents, granted, aliened, enfeoffed, released and confirmed, or meant, mentioned or inten-

Increase of Joynture.

Settling in Name and Blood.

Habend.

intended to be hereby granted, aliened, enfeoffed, releaſed and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, unto the ſaid *J.S.* and *R.A.* and their Heirs, to the uſe and uſes hereafter in theſe preſents expreſſed, limited and declared, (that is to ſay)

Uſes and Limitations.

To the uſe and behoof of them the ſaid *J.S.* and *R.A.* and of their Executors and Aſſigns, during the term of 99 years, from the day before the date of theſe preſents, to be accounted (if the ſaid *J.T.* and *M.* his Wife, ſhall both of them joyntly ſo long live) upon the Truſts, and to the intents and purpoſes herein after expreſſed. And after the expiration or determination of that Eſtate and Term, then to the uſe and behoof of the ſaid *M.* now the Wife to the ſaid *J.T.* for and during the term of her natural life, for the augmentation of the Joynture of her the ſaid *M.* and recompence and ſatisfaction of, and for the Lands heretofore ſettled upon her for part of her Joynture, and agreed to be ſold for the payment of the debts of the ſaid *J.T.* as aforeſaid; and after the deceaſe of the ſaid *M.* then to the uſe and behoof of *S.T.* Son and Heir apparent of the ſaid *J.T.* and of the Heirs of his body lawfully begotten, and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *T.T.* youngeſt Daughter of the ſaid *J.T.* and *M.* and of the Heirs of the body of the ſaid *T.* lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof the Heirs of the body of the ſaid *J.T.* on the body of the ſaid *M.* begotten, and to be begotten; and for default of ſuch Heirs, to the uſe of the right Heirs of the ſaid *J.T.* for ever. And touching the ſaid term of 99 years herein before limited, to the ſaid *J.S.* and *R.A.* their Executors and Aſſigns (if the ſaid *J.T.* and *M.* ſhall both of them joyntly ſo long live) the ſame is ſo limited to them upon truſt, and to the intent that they the ſaid *J.S.* and *R.A.* by Indenture under their Hands and Seals, to bear date the day after the date of theſe preſents, ſhall leaſe the ſaid Mannor and Premiſſes to the ſaid *J.T.* and his Aſſigns, for the term of 98 years, from thence next enſuing, and fully to be compleat and ended (if the ſaid *J.T.* and the ſaid *M.* ſhall both of them joyntly ſo long live) for, and under the yearly Rent of 200 *l.* of lawful Mony of *England* (ſubject to publick Taxes and Charges) to be therein reſerved and made payable unto the ſaid *J.S.* and *R.A.* their Executors and Aſſigns, at 2 Feaſts or Times in the year (that is to ſay) the *Annun.* and St. *M.* or within 40 days next enſuing either of the ſaid Feaſts, by even and equal portions, beginning the firſt payment thereof at the Feaſt of the *Annun.* now next coming, or within 40 days then next enſuing, and with and under ſuch Proviſoes for making void of the ſame Leaſe by Re-entry or otherwiſe, for non-payment of the ſaid Rent, and ſuch other neceſſary Covenants and Agreements, as by the ſaid *J.S.* and *R.A.* their Executors and Aſſigns, or by their or any of their Council, ſhall be reaſonably deviſed and thought fit to be inſerted into the ſame Leaſe. And upon this further truſt in them, the ſaid *J.S.* and *R.A.* repoſed, That they the ſaid *J.S.* and *R.A.* their Executors and Aſſigns, from time to time, within 10 days always, after they or any of them ſhall have received the ſaid yearly Rent of 200 l. to be reſerved upon the ſaid Leaſe, to be by them made of the Premiſſes as aforeſaid, or of any part thereof, upon every reaſonable demand thereof, ſhall pay over the ſame

or

or ſo much thereof, as they ſhall from time to time receive, not unto the ſaid *J.T.* but unto ſuch perſon and perſons only, and for ſuch intents and purpoſes only, and in ſuch manner only as the ſaid *M.* from time to time (although during Coverture) by any Writing or Writings ſigned with her name, of her own proper hand writing, ſhall direct and appoint. And that until ſuch appointment made, the ſame ſhall remain in their hands, and after appointment made, ſhall be paid and diſpoſed accordingly. And in caſe any thing ſhall remain in their hands undiſpoſed at the time of ſuch deceaſe of the ſaid *M.* the ſame ſhall be paid to ſuch perſon and perſons only as ſhe by her Will in writing, or any Writing purporting her Will ſhall direct and appoint; and in default thereof, to her Executors or Adminiſtrators: and the ſaid *J.T.* her Husband, not to intermeddle, or have to do therewith, or to ask or demand any account thereof, or of any part thereof; and the Acquittance or Receipt of the ſaid *M.* or of ſuch perſon or perſons only as ſhe ſhall appoint to receive the ſame as aforeſaid, to be unto them, and every of them, a good diſcharge for the ſame Rent or Rents, they or any of them ſhall pay as aforeſaid. **Provided always**, and upon this Condition, That if the ſaid *J.T.* ſhall at any time hereafter ſo fail in payment of the ſaid yearly Rent of 200 l. to be reſerved by the ſaid Leaſe, to be granted as aforeſaid, as that the ſaid Truſtees, *I.S.* and *R.A.* their Executors or Aſſigns, ſhall for ſuch default of payment Re-enter upon the ſaid Mannor and Premiſſes, and thereby gain the Poſſeſſion thereof, that then, and from thenceforth, they the ſaid Truſtees, *I.S.* and *R.A.* their Executors and Aſſigns, during all ſuch time as they, or any of them ſhall hold and enjoy the Premiſſes, and receive the Rents and Profits thereof, from the Tenants and Occupiers, ſhall and will from time to time, within 10 days always after they or any of them ſhall have received the ſaid Rents and Profits, or any part thereof, upon every reaſonable demand thereof, pay over all the clear Rents and Profits that they ſhall then have ſo received unto ſuch perſon and perſons, and for ſuch intents, and in ſuch manner as the aforeſaid yearly Rent of 100 l. ought to have been paid according to the Truſt before expreſſed; and that the ſaid *J.T.* her husband, not to intermeddle or have any thing to do therewith, or to ask or demand any account for the ſame, or any part thereof; and the Acquittance and Receipt of the ſaid *M.* or perſons appointed by her as aforeſaid, only to be unto them and every of them, a good Diſcharge for the Rents and Profits they or any of them ſhall receive, and pay to her as aforeſaid. **And** the ſaid *I.T.* for himſelf, his Heirs, Exec. and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *I.S.* and *R.A.* their Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, in manner and form following, (that is to ſay) That he the ſaid *I.T.* at the enſealing and delivery of theſe Preſents, is and ſtandeth lawfully and abſolutely ſeized of, and in the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments herein before mentioned, to be hereby granted, aliened, enfeoffed, releaſed and confirmed, and of, and in every part and parcel thereof, with their Appurtenances, of a good, ſure, perfect, lawful, abſolute and deſeazable Eſtate of Inheritance in Fee-ſimple, without any condition, truſt, power of revocation or limitation of

Proviſo on failure of payment of the yearly Rent reſerved by the ſaid Leaſe, granted to the Truſtees, and they thereby gain poſſeſſion, then they to receive the Rents from the Tenants and Occupiers, and ſhall alſo pay the ſame to ſuch perſon, and for ſuch intent, according to the truſt before expreſſed.

any

any Use or Uses, or any other matter or thing to alter, charge, change, determine, incumber, or evict the same Estate. And, that he the said *J.T.* hath now in himself full power, good Right and Title, and lawful Authority to convey and assure the same Premisses to the use and uses herein before declared, limited and appointed, and according to the true intent and meaning of these presents. *And moreover*, that the said Mannor and Premisses shall or lawfully may, from henceforth for ever be peaceably held and enjoyed, according to the limitations of uses thereof, herein before declared, and the true meaning of these presents, without the let or interruption of the said *J.T.* his Heirs or Assigns, or of any other person or persons lawfully claiming by, from, or under him, them, or any of them, or by his, their, or any of their act, means, title, consent or procurement; and freed and discharged, or otherwise by the said *J.T.* his Heirs, Executors or Administrators, sufficiently saved and kept harmless and undempnified, of, and from, all and all manner of former, and other Bargains, Sales, Leases, Estates, Statutes, Recognizances, Judgments, and of and from all other Charges, Estates, Titles, Troubles and Incumbrances whatsoever (except one Lease made of the Premisses, or some part thereof by the said *J.T.* to the said *T.B.* for the term of 21 years, whereof there is about 18 years now to come and unexpired, and whereupon the yearly Rent of 10*l.* of lawful mony of *England* is reserved and shall continue payable, during the residue of the said term.) *And furthermore* the said *J.T.* for himself, his Heirs, Executors and Administrat. and for every of them, doth covenant, promise and grant, to and with the said *J.S.* and *R.A.* their Heirs, Executors and Administrators, and to and with every of them by these presents, that he the said *J.T.* his Executors, Administrators or Assigns, or any of them, shall not at any time or times hereafter receive or intermeddle with the said yearly Rent or sum of 200*l.* or any other Rent, profit, or sum of mony herein before limited and mentioned to be paid by the appointment of the said *M.* as aforesaid, or any part thereof, but shall and will permit and suffer the same to be paid unto the said *M.* to her own hands, to be in her own free disposé, according to the true meaning of these presents. *And also*, shall and will permit and suffer the said Trustees, *J.S.* and *R.A.* their Executors and Assigns, to execute, pursue, and perform the Trusts herein before limited, according to the true meaning of these presents, without any trouble, suit, question or account to be had, made or demanded, for or concerning the same, or any part thereof, by the said *J.T.* his Executors, Administrators or Assigns, or by any other person or persons, by his or their means, right or procurement. *Provided* that the said *J.S.* and *R.A.* nor any of them shall not be chargeable with any more of the Rents or Revenues of the Premisses than they shall actually receive, nor the one of them with the others Receipts; and it shall be lawful unto and for the said Trustees *J.S.* and *R.A.* their Executors and Administrators, and every of them from time to time, to deduct and take out of the said yearly Rent of 200*l.* so long as the same shall be duly paid by the said *J.T.* according to the Lease to be granted to him as aforesaid, and in default thereof, out of the Rents and profits they shall receive out of the said Mannor and Premisses, all such sum and sums of mony, costs and damages

as

Covenant, that the Grantor hath power to convey and assure the Premisses to the use herein declared.

Covenant to permit the Trustees to execute their Trust.

as they or any of them shall expend, lay out, or be put unto, for or by reason of any Action or Suit that shall happen to be commenced, by or against them, or any of them, for or in respect of the Trusts herein before expressed or for or by reason of any Act or thing to be done or executed in or about the managing and ordering of the same Trusts, for the performance thereof in any wise; any thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

An Indenture to levy a Fine, and suffer a Remedy to several uses and Conveyances.

This Indenture Quadripartite, made the 10th day of *N.* in the 14th year of the Reign of our Soveraign Lord *Charles* the Second, by the Grace of God, King of *England*, *Scotland*, *France* and *Ireland*, Defender of the Faith, &c. Between *J.P.* of *L.* in the County of *E.* of the first part; *J.P.* Wid. the relict of *W.P.* late of *B.G.* in the Parish of *S. alias R.* in the County of *M.* deceased of the 2 d. part; *W.S.* of *L* aforesaid, and *F. P.* of *L.* of the 3 d part; and *R.S.* of *L.* aforesaid, and *J.B.* of *K.* of the 4th part, Witnesseth, That it is concluded, covenanted and agreed, by and between all and every the said Parties to these Presents, and the said *J. P.* and *J. P.* for themselves and their Heirs, do severally covenant, promise, grant and agree, to and with the said *W.S. F.P. R.S.* and *J.B.* their Heirs, Executors, and Administrators, and to and with every of them by these Presents, in manner and form following (that is to say) That they the said *J. P.* and *J.P.* within the space of one year next ensuing the date hereof, shall and will acknowledge and levy in due form of Law, according to the Laws and Stat. of this Realm, one or more Fine or Fines, *Sur Cognizance de droit come ceo que ils ont de lour done*, to be ingrossed, recorded, and sued forth with Proclamations, according to the usual course of Fines in such cases used, unto the said *W.S.* & *F.P.* and the Heirs of them, or one of them, of all and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances herein after particularly mentioned & expressed, *that is to say*, All that Capital Messuage, with the Gardens and Orchards to the same adjoyning, containing in the whole by estimation 3 Roods of Land, &c. which said several Messuages, Lands, Tenements and Premisses, now are, or late were, in the several Tenures or Occupations of the said *W.P. J.P. &c.* some one of them or other, or some one of their Assignee or Assigns, Under-Tenant or Under-Tenants; and also of all and singular other the Lands, Tenements, Closes, Pastures and Hereditaments whatsoever, situate, lying & being in the Parish of *S.* aforesaid, which late were the Messuages, Lands and Tenements of *R. P.* late of *L.* deceased, Father of the said *J.P.* and whereof and wherein the said *J.P.* now is, or standeth seized of any Estate of Inheritance, in Possession, Reversion or Remainder, with the Appurtenances. And it is hereby further covenanted, condescended and agreed unto, by and between all all and every the said parties to these Presents, that the

Covenant to levy a Fine.

the ſaid Fine & Fines, and all other Fines, hereafter, ſo or in any other manner to be acknowledged and levied by the ſaid *J.P.* and *J.P.* unto the ſaid *W.S.* and *F.P.* and the Heirs of them, or one of them, if the Premiſſes ſhall be ſo, and acknowledged by the Name or Names of 8 Meſſuages, 8 Gardens, &c. with the Appurtenances, or by ſuch other name or names, quantity or quantities of Acres, and in ſuch ſort, manner and form, ſhall be thought meet, and that the ſaid Fine and Fines, ſo to be had and levied of the ſaid Premiſſes, ſhall enure, and ſhall be adjudged, deemed and taken to be, that the ſaid *W.S.* and *F.P.* and the Heirs and Aſſigns of him or them, to whom the ſame ſhall be by ſuch Fine or Fines limited, from and immediately after the levying and engroſſing the ſaid Fine and Fines, ſhall be, ſtand, and be ſeized of the ſaid Meſſuages, Lands, and Premiſſes, and of every part and parcel thereof, with their and every of their Appurtenances, to the uſe of the ſaid *W.S.* and *F.P.* and their Heirs, to the only intent and purpoſe, that the ſaid *W.S.* and *F.P.* and their Heirs ſhall ſtand and be adjudged perfect Tenants of the Freehold of the ſaid Meſſuages, Lands and Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, until a perfect recovery, according to the uſual courſe of common Recoveries, for the aſſurance of Lands, Tenements and Hereditaments, in ſuch caſe uſed, ſhall and may be lawfully had and executed againſt them the ſaid *W.S.* and *F.P* or the Heirs of them, or the Heirs of the Survivor of them, of the ſaid Meſſuages, Lands and Premiſſes: And it is further covenanted, condeſcended and agreed unto, by and between all and every the ſaid Parties to theſe Preſents, That the ſaid *R.R.* and *J.B.* or ſome of them, or any other perſon or perſons which the ſaid *J.P.* ſhall nominate and appoint, ſhall and may, within the aforeſaid ſpace of one year next enſuing the Date hereof, purchaſe one or more Writ or Writs of *Entry Sur diſſeiſin en le poſt*, retornable before the Juſtices of his Highneſs Court of Common Pleas at *Weſtm.* whereby the ſaid *R.R.* and *J.B.* ſhall demand againſt the ſaid *W.S.* and *F.P.* or the Survivor of them, or the Heirs of ſuch Survivors, by the name or names, quantity or quantities of Acres, in the ſaid Fine or Fines to be contained, or by any other name or names, quantity or quantities of Acres, whatſoever ſhall be thought convenient, the ſaid Meſſuages, Lands, Tenem. and Premiſſes, with their and every of their Appurt. before-mentioned to be ſituate, lying and being in the Pariſh of *S.* aforeſaid, unto which Writ or Writs the ſaid *W.S.* and *F.P.* &c. the Survivor of them, or the Heirs of ſuch Survivor, ſhall appear in their perſon or perſons, or by their Attorney and Attornies lawfully and ſufficiently authorized, who ſhall vouch to warranty the ſaid *J.P.* and that the ſaid *J.P.* ſhall appear upon the ſaid Voucher, in the ſaid Court of Common-Pleas, in his proper perſon, or by his Attorney lawfully authorized, and ſhall vouch to warranty the common Vouchee, and that the ſaid common Vouchee ſhall appear and imparl, and afterwards make default, whereby perfect Judgment may be had and given for the ſaid Demandants, in the ſaid Writ or Writs, againſt ſuch Tenant and Tenants as aforeſaid, for the recovery of the Meſſuages, Lands, Tenements & Premiſſ. And upon the ſaid Recovery ſo to be had & made, that they againſt whom the ſaid Recovery ſhall be had, & ſhall recover in value againſt the ſaid *J.P.* and

Covenant for purchaſe of a Writ of Entry.

and the said *J.P.* shall thereupon have Judgment to recover in value over against the said common Vouchee after, and according to the manner and course of common Recoveries in such Cases used. *And* it is fully covenanted, condescended and agreed unto, by and between all and every the said parties. And the said parties for themselves and their several Heirs, do severally Covenant and agree to and with the others of them, and with their several Heirs, That the said Recovery and Recoveries, and the said Fine and Fines, after the said Recovery and Recoveries shall be had and executed, and the full Execution thereof, for and concerning the premisses therein to be contained, shall be and enure, and shall be adjudged, deemed, expounded, and taken to be and enure, and the said Recoverers and their Heirs, and all and every other person and persons, which shall then be seized of the said Messuages, Lands, Tenements and Premisses, or any part or parcel thereof, shall stand and be seized of the said Messuages, Lands, Tenements, and Premisses in the said Fine and Fines, Recovery or Recoveries to be mentioned, with their and every of their Appurtenances, and of every part and parcel thereof, to the uses, intents and purposes in these presents hereafter expressed and declared, and to no other intent or purpose whatsoever. *That is to say*, To the intent and purpose, that he the said *J.P.* and her Assigns, shall and may yearly during her life, have, receive, perceive, and take one yearly Rent-charge of 30 *l.* of lawful mony of *England*, out of all and singular the Messuages, Lands, Tenements and Premisses before-mentioned, now in the several Tenures or Occupations of *F.T. R.D.* &c. or their Assigns, payable yearly unto the said *J.P.* or her Assigns, at the 2 most usual Feasts or Terms in the year, *That is to say*, At the Feast of *A.* and St. *M.* yearly, by even and equal portions, at or in the Capital Messuage or Tenement herein mentioned. The first payment thereof to be made at the Feast of *A.* next ensuing the date hereof. *And also* to this further intent and purpose, that the said Conusees and their Heirs, and the said Recoverer and her Heirs, and all and every other person and persons, which at the time of the perfecting and executing the said Recovery or Recoveries, shall be seized of the said Messuages, Lands and Premisses, or any part or parcel thereof, shall stand and be seized of all and singular the said Messuages, Lands, Tenements and Hereditaments in the said Fine or Fines, Recovery or Recoveries, &c. charged as aforesaid, to the use and behoof of the said *J.P.* his Heirs and Assigns for ever. **And** it is hereby further agreed by and between all and every the said parties to these presents, That if it shall happen, the said yearly Rent of 30 *l.* or any part thereof to be behind or unpaid in part or in all, by the space of 28 days, or next after any of the said days, or Feasts, at or in which the same is limited to be paid as aforesaid, the same being lawfully demanded at the House of *S.* in *R.* That then it shall and may be lawful to and for the said *J. P.* and her Assigns, into the said Messuages, Lands, Tenements and Hereditaments herein before-mentioned or intended, to be charged with the said yearly Rent-charge of 30 *l.* into every or any part thereof, to enter and distrain, and the distress and distresses there found, to take, lead, drive, carry away, and impound, and the same to detain, with-hold and keep, until the same Annuity or

The Fine and Recovery to be to the uses in these presents.

For raising of an Annuity.

For non-payment to distrain.

of yearly Rent of 30 l. of lawful Mony of *England*, and every part and parcel thereof; together with the Arrearages thereof (if any such shall happen to be) shall be well and truly satisfied and paid unto the said *J.P.* or her Assigns. And also till the said *J.P.* shall be truly satisfied and paid, such and so many Sums, of 20 s. of lawful *English* mony *Nomine pœnæ*, as the said Annuity or yearly Rent of 30 l. of lawful *English* Mony, or any part thereof, shall be Months due behind and unpaid after the said 28 days. *And* the said *J.P.* for him, his Heirs, Executors, Administrators and Assigns, and for every of them, duly covenant and grant to and with the said *J.P.* and her Assigns, and to and with every of them by these presents, That he the said *J.P.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will from time to time, and at all times, during the life of the said *J.P.* (if the said *J.P.* or any Heir Male of his body shall so long live, or if the said Recovery shall be had, suffered and executed of the Premisses, according to the intent of these particulars) well and truly satisfie and pay the said yearly Rent-charge of 30 l. and every part and parcel thereof unto the said *J.P.* or her Assigns, at the place herein before limited and appointed for the payment hereof, within 28 days next after the said Feasts of *A.* and St. *M.* by even and equal portions, according to the true intent and meaning of these Presents. if the same be lawfully demanded at the place aforesaid. **Provided allwaps** nevertheless, And it is the true intent and meaning of all and every the said parties to these presents, And the said *J.P.* for her and her Assigns, doth covenant, grant and agree, to and with the said *J.P.* his Heirs and Assigns, and to and with every of them by these Presents, That it shall and may be lawful to and for the said *J.P.* his Heirs and Assigns, from time to time, and at all times, during the life of the said *J.P.* to deduct, detain, and keep out of the said Annuity or yearly Rent-charge of 30 l. all such sum and sums of, &c. as shall be assessed or imposed upon the said Premisses herein before-mentioned or intended, to be charged with the Annuity or yearly Rent of 30 l. issuing or payable out of, for or in respect of the same, or any part thereof, by virtue or colour of any Act, Order or Ordinance of Parliament, or to the King, Lord of the Mannor of *S.* or for the necessary repairs of such of the aforesaid Tenements, as are now in the occupation of the said *W.S.S.T.&c.* and particularly, the quit-Rent due to the Lord of the said Mannor (of whom the said Premisses are holden) for all and singular the Premisses herein before-mentioned, or for, or in respect of Reeveship of Office of *Reeve* of the said Mannor, for the discharge of the said *J.P.* of, and from the charges of the same Office, in case he shall be thereunto elected, during the life of the said *J.P.* and also such sum and sums of Mony, as shall be taxed, assessed, or imposed upon the said Capital Messuage, & other the Premisses herein before-named, & not intended to be charged with the said Annuity or yearly Rent of 30 l. or issuing or payable out of, for, or in respect of the same, or any part thereof, by reason of any Act, Order or Ordinance of Parliament, or to the King, Lord of the said Mannor, or otherwise, for so long and such time, as the said excepted Messuages and Premisses, shall be unletten to a Tenant, or uninhabited by the said *J. P.* his Heirs or Assigns.

Nomine pœnæ.

Covenant to pay the Annuity at the days.

To deduct Taxes, &c. out of the Annuity.

And

And it is hereby further agreed by and between all and every the said parties to these presents, and their true intent and meaning is, that at such time as the said Capital Messuage, and other the said excepted Premisses, with the Appurtenances, shall be letten to a Tenant, or inhabited by the said *J.P.* his Heirs or Assigns, that then the said *J.P.* his Heirs and Assigns, shall only detain and deduct out of the said Annuity or yearly rent of 30 *l.* 4 parts in 5 parts to be divided, of all such Taxes, Charges, Payments, and Impositions as shall be laid, taxed, or imposed upon all and singular the Premisses before mentioned, issuing or payable out of, for or in regard of the same (except the said quit-Rent which is wholly to be born by the said *J.P.*) and that the said *J.P.* his Heirs and Assigns, shall bear and discharge the other 5th. part thereof, for and in respect of the said Capital Messuage, and Premisses, with the Appurtenances. *In Witness whereof*, to one part of these Indentures, remaining with the said *J.P. W.S.* &c. have set their Hands and Seals, and to one other part remaining with the said *W.S.* and *F.P. J.P. J.P.* &c. have set their Hands and Seals, and to one other part thereof remaining with the said *R.R.* and *J.B.* have set their Hands and Seals.

A Settlement of an Estate, being a Revocation of former Uses and a raising of new Ones.

THis Indenture made, &c. Between *T.H.* of *W.* in the County of *C.* Esq; upon the one part. And *J.D.* of *W.* in the said County of *C.* Esq; *J.A.* of *C.* in the County of *L.* Esq; and *E.W.* of *P.* in the said County of *C.* Esq; upon the other part, Witnesseth, That *whereas* the said *T.H.* by his Deed Indented bearing date the 8*th.* day of *J.* in the XXI. year of the Reign of our late Soveraign Lord K. *Charles* the first, made between the said *T.H.* of the one part, and *G.G. P.U.* Esq; and the aforesaid *J.D.* and *G.W.* Gent. of the other part, For the Consideration in the said Indenture mentioned, did covenant and grant for him, his Heirs and Assigns, That he the said *T.H.* his Heirs and Assigns, should stand and be seized of the Mannors or Lordships of *B.* and *H.* with the Appurtenances in the said County of *L.* and of all and singular his Messuages, Salt-coats, Milnes, Advowsons, Patronages, Lands, Tenements, Meadows, Leasures, Pastures, Woods, Underwoods, Waters, fishings, Commons of Pasture, and Turbary, Rents, Reversions and Services, and all other the Hereditaments, with the Appurtenances, situate, lying and being in *B.H. W.L.* or elsewhere, in the said County of *L.* whereof, or wherein the said *T.H.* then had, or at any time since the death of *T.H.* deceased his late Father, had any Estate of Inheritance. To the uses, intents, & purposes, under the Provisoes, Conditions and Limitations in the said recited Indentures, mentioned, specified, and declared, and to no other use, intent or purpose; In and by which said Indentures it was provided, That it should and might be lawful to, and for the said *T.H.* at all times, and from time to time when, and as often as should seem good unto him during his life, by his

Recital of the former Indenture.

Writing Indented by him Sealed and Subſcribed with his own hand, and publiſhed and declared before 2 Witneſſes at leaſt; to declare, limit, or appoint the Premiſſes, and every or any part or parcel thereof, to be to the uſe of himſelf, and his Heirs; or otherwiſe to determine, or extinguiſh the uſes before in the ſaid recited Indentures limited and expreſſed, or any of them. And that then, and from thenceforth, all and every the ſaid limitations and eſtates, before in the ſaid recited Indentures, mentioned, declared, and expreſſed, of and for ſo much of the Premiſſes, whereof the ſaid *T. H.* party to theſe preſents, ſhould make ſuch Declaration, Limitation, and Appointment, in form aforeſaid, ſhould ceaſe and determine. And that then, and from thenceforth, ſuch part, or ſo much of the ſaid Premiſſes, with the Appurtenances, as whereof ſuch Declaration, Limitation, and Appointment ſhould be ſo made by the ſaid *T. H.* ſhould be to the uſe of the ſaid *T. H.* his Heirs and Aſſigns for ever; Any thing in the ſaid recited Indentures contained to the contrary thereof notwithſtanding. *And further* alſo with divers Limitations of Uſes, Eſtates, Covenants, Grants, Conditions, Proviſoes, & other Agreements, in the ſaid recited Indentures contained, as by the ſaid recited Indentures more fully and at large it doth and may appear. Now the ſaid *T. H.* party to theſe preſents, as well to the intent and purpoſe, utterly to determine and extinguiſh all & ſingular the Uſes, Limitations, & Agreements, contained, limited, and declared, in and by the ſaid recited Indentures.

Conſideration. And alſo, to the intent and purpoſe, that all and ſingular the ſaid Premiſſes, with the Appurtenances, and every part and parcel thereof, ſhall and may remain, continue, and be to the uſe of him the ſaid *T. H.* party to theſe preſents, his Heirs and Aſſigns for ever. *And*, to the intent and purpoſe, to reduce, bring back again, and ſet the Fee-ſimple of all and ſingular the Premiſſes, into the perſon of him the ſaid *T. H.* party, to theſe preſents: To the end, he may lawfully and perfectly convey and aſſure the ſame to ſuch perſon and perſons, for ſuch Eſtate & Eſtates, and in ſuch manner and form, as hereafter in theſe preſents is thereof expreſſed, mentioned, and declared; hath limited, declared, and appointed. *And*, by theſe preſents, by force and vertue of the ſaid Condition, in the ſaid recited Indentures contained; and according to the effect, purport, and true meaning of the ſame, doth limit, declare, and appoint, That all and every the Uſe and Uſes, Limitations and Eſtates, in the ſaid recited Indentures, mentioned, declared, or expreſſed, and every of them, and every part and parcel thereof, And for all and every part and parcel of the Premiſſes, ſhall at, and upon Sealing and Delivery of theſe preſents, and at all times thenceforth, ceaſe, end and determine. *And alſo*, that all and every the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments aforeſaid, and other the Premiſſes, and every part and parcel thereof, ſhall from time to time, & at all & every time and times hereafter, remain, continue, enure, and be to the uſe of him the ſaid *T. H.* party to theſe preſents, and for his Heirs for ever, any uſe, matter, or thing, in the ſaid recited Indentures, contained to the contrary thereof, in any wiſe notwithſtanding. Whereupon now the ſaid *T. H.* for the ſpecial good will, natural love and affection he beareth unto *T. H.* his Son and Heir apparent; and for the advancement and preferment of the Heirs Male of the

the body of the ſaid *T.H.* and *J.H.* and *G.H.* Sons of *H.H.* late of *W.* in the the ſaid County of *L.* Gent. deceaſed, being near Couſins to the ſaid *T.H.* & of the Heirs Male of their Bodies: And alſo for the advancement and maintenance of the Surnames of *H.* And to the end, intent, and purpoſe, that all and ſingular the ſaid Debts of the ſaid *T.H.* party to theſe preſents, may be juſtly diſcharged and paid. *And* for divers other great and weighty Conſiderations him thereunto moving, The ſaid *T.H.* doth Covenant and grant, for him, his Heirs and Aſſigns, to and with the ſaid *J.D. J.A. E.W.* and *J.E.* their Heirs and Aſſigns, and to with every of them, by theſe preſents, That he the ſaid *T.H.* party to theſe preſents, on this ſide, and before the Feaſt day of *A.* next enſuing the Day of the Date hereof, ſhall and will upon the reaſonable requeſt or requeſts of them the ſaid *J.D. J.A.E.W.* and *J.E.* their Heirs and Aſſigns, or ſome of them, or the Survivor of them, to be made to the ſaid *T.H.* his Heirs or Aſſigns at *V.* aforeſaid, his now Dwelling-houſe, and upon 20 Days warning to be given unto him by word or writing at *V.* aforeſaid, of ſuch intended requeſt, or otherwiſe, at the will and pleaſure of the ſaid *T.H.* and at the only coſts and charges in the Law of the ſaid *T.H.* by Deed or Deeds, Poll or Indenture, inrolled or not inrolled, Feoffment or Feoffments, or other his good and ſufficient Conveyance and Aſſurance in the Law, as by them the ſaid *J.D. J.A. E.W.* and *J.E.* or any of them, their or any of their Heirs, Executors, or Aſſigns, or their or any of their Council learned, ſhall be reaſonably Deviſed or Adviſed, aſſure and convey unto *T.G.* Son and Heir of the ſaid *T.G.* deceaſed; and alſo unto the ſaid *P.W.* of *A.* Eſq; and *P.L.* of *H.* in the aforeſaid County of *C.* Eſq; and their Heirs, and to the Survivor of them and his Heirs, all thoſe his Mannors and Lordſhips of *H.* & *B.* in the ſaid County of *L.* And alſo all and ſingular his Meſſuages, Salt-Coats, Milns, Advowſons, Patronages, Lands, Tenements, Meadows, Leaſures, Paſtures, Woods, Under-woods, Waters, Fiſhings, Commons of Paſture, & Turbary, Rents, Reverſions and Services, Liberties and Priviledges, and all other Hereditaments and Premiſſes, with the Appurtenances whatſoever, ſituate, lying, and being in *B.H.* and *C.* or elſewhere in the ſaid County of *L.* whereof and wherein the ſaid *T.H.* now hath, or at any time ſince the deceaſe of the ſaid Sir *T.H.* Kt. deceaſed, Father of the ſaid *T.H.* party to theſe preſents, had any Eſtate of Inheritance. And for the better Declaration of the Uſe, Uſes, and purpoſe of ſuch ſaid Eſtate, Aſſurance, and Conveyance, ſo to be had & made of the ſaid premiſſes as aforeſaid, It is covenanted, granted, and agreed, by and between the ſaid parties to theſe preſents; and the ſaid *T.H.* for himſelf, his Heirs, Executors, & Adminiſtrators, doth Covenant, grant declare, limit, promiſe, and fully agree, to and with the ſaid *J.D. J.A. E.W.* and *J.E.* their Heirs, Executors, Adminiſtrators, and Aſſigns; and to and with every of them by theſe preſents, That the ſaid Eſtate and Eſtates, and other Conveyances and Aſſurances whatſoever, to be had or made to all, or any the perſons before named, of the ſaid Premiſſes, or any part or parcel thereof, without or upon requeſt as aforeſaid; And the Eſtate, Right, Title, Intereſt, and Poſſeſſion, of them the ſaid *T.G. P.L.* and *P.W.* and their Heirs, and every of them; and

Covenant to convey the Lands, &c.

Declaration of Uſes.

his Heirs, of, in, and to the ſaid Premiſſes, and every part thereof, ſhall be *And alſo*, that they the ſaid *T.G. P.L.* and *P.W.* and their Heirs, and the Survivor and Survivors of them, and his and their Heirs, ſhall ſtand and be ſeized of, and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Appurtenances, Emoluments, and Hereditaments, and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, to the ſeveral Uſes, Intents, Purpoſes, and Agreements, and under the Proviſoes, Conditions, and Limitations, hereafter in and by theſe Preſents thereof expreſſed, mentioned, and declared, and to no other uſe, intent, or purpoſe, in any wiſe, (*That is to ſay*) of, and in all and ſingular the ſaid premiſſes, with the Appurtenances, to the uſe of the ſaid *T.H.* and his Aſſigns, for the Term of his natural life, without impeachment of Waſt; and after his deceaſe, to the uſe and behoof of *T.H.* Son and Heir Apparent of the ſaid *T.H.* party to theſe preſents, and of the Heirs Male of the Body of the ſaid *T.H.* the Son lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of the Heirs Male of the Body of the ſaid *T.H.* party to theſe preſents, lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of the ſaid *T.H.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *G.H.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *H.H.* of *B.* in the County of *N.* Gent. and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *T.H.* of *H.* in the County of *L.* Eſq; and the Heirs Male of his Body, lawfully begotten, and to be begotten; And for default of ſuch Iſſue, to the uſe of the Heirs Male of the Body of *T.H.* late of *B.* in the County of *L.* Gent. deceaſed lawfully begotten: And for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *T.H.* the Father, party to theſe Preſents, for ever. *Provided allways*, And it is agreed by and between the ſaid Parties, to theſe preſents, That it ſhall and may be lawful, to and for the ſaid *T.H.* from time, to time, and at all times, when and as often as he the ſaid *T.H.* party to theſe preſents, ſhall think good and convenient, by his ſufficient Writing or Writings indented, Sealed with his Seal, and lawfully executed, to Grant, Demiſe, and Leaſe, all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with the Appurtenances, or any part or parcel thereof, to any perſon or perſons, for and during ſuch Term and Terms of years, or lives, or for any other greater Eſtate or Eſtates whatſoever, as ſhall ſeem good to the ſaid *T.H.* *And* that it is covenanted, granted, declared, and agreed, by and between the ſaid parties, to theſe preſents, That they the ſaid *G.G. P.W.* and *P.L.* and their Heirs and Aſſigns, and all and every other perſon and perſons, which now ſtand and are ſeized, or which hereafter ſhall ſtand or be ſeized of the ſaid Mannors, Meſſuages, and other the Premiſſes aforeſaid, ſhall from and after the time of the making of any ſuch Leaſe or Demiſe, ſtand and be ſeized of, and in all and every thoſe Mannors, Meſſuages, Lands, Tenements,

Limitation of Eſtates.

General Liberty for Leaſes, &c.

and

and Hereditaments, with the Appurtenances, whereof any such Demiſe, Grant, or Leaſe, ſhall be ſo had and made, to the uſe of the ſaid perſon or perſons, to whom any ſuch Grant, Demiſe, or Leaſe, ſhall be thereof made, in manner and form and according to the purport, effect, and true meaning of theſe Preſents, for and during the ſeveral Intereſts and Eſtates to be contained in the ſame: So as all and every ſuch Leaſes, and their Aſſigns, and every of them, ſhall pay and do the Rents and Services, reſerved and payable upon the ſaid Leaſes according to the tenor and purport of the ſame, if any Rents or Services ſhall be reſerved, in or upon the ſaid Grants, Demiſes, or Leaſes (within 40 days after, and upon reaſonable Demand in that behalf to be made) to ſuch perſon and perſons, to whom the immediate uſe thereof, in Reverſion or Remainder, is by theſe Preſents, limited and appointed and after the ſeveral Ends and Determinations thereof, then to the other Uſes, Limitations, and Intents thereof, before in theſe preſents limited and appointed. *Provided alſo*, That if the ſaid *J. H.* or the ſaid *G. H.* ſhall joyntly together, or either of them ſolely by himſelf, at any time hereafter, by any Overture, Act or Acts, Thing or Things, Device or Devices whatſoever, wittingly or willingly practice, go about, or by means effectually conclude, to do, made, execute, aknowledge, or ſuffer any Fine Feoffment, Recovery, or any other Act or Acts, Thing or Things, whatſoever, wherewith or whereby the Eſtate or Uſes Intail to them, or either of them limited of the Premiſſes, or any part thereof, ſhall not, or may not come, be, remain, & continue, to the ſaid Heirs-Male of their bodies ſeverally, And for want of ſuch Iſſue, to the ſeveral perſons, and their Heirs Male aforementioned; And for Default thereof, then to the right Heirs of the ſaid *J. H.* party to theſe preſents clearly diſcharged of and from all, and all manner of Eſtates, Charges, and Incumbrances, by them, or either of them, to be hereafter had, made, levied, or ſuffered, according to the true intent, limitation, and meaning above in theſe preſents ſet forth and expreſſed. And ſhall attempt and go about by ſome open Act or Deed, to put in ure, or execute any ſuch intent or determination, That then the Eſtate and Eſtates of Life and Uſes, before in theſe preſents limited or appointed to them, and either of them, which ſhall be ſo determined to alter or incumber as aforeſaid ſhall ſo attempt or go about to alter, cut off, charge, or incumber, contray to the true meaning of theſe preſents, ſhall only, during the life of him which ſhall be ſo determined, and ſhall ſo attempt or go about to put in ure or execute any ſuch Determination, Purpoſe, or meaning, only for ſo much of the premiſſes, as whereof any ſuch Attempt or going about ſhall be had or made ſhall ceaſe and be determined. *And* that then and thereupon the uſe of ſo much and ſuch part of the Premiſſes, whereof any ſuch Attempt or going about ſhall be had or made, ſhall immediately thereupon remain, come, and be to ſuch perſon and perſons, to whom the ſame, after the death of the ſaid perſon ſo attempting or going about any of the Acts aforeſaid, ſhould have appertained, remained, and come, if the ſame perſon ſo attempting, or going about had been naturally dead, and no ſuch Act or going about, or Act following the ſame had been by him had, made, done, aeknowledged, or ſuffered: And that of ſuch and the ſame Eſtate with the like Remainders

Clauſe de perpetuity.

over as should have descended, remained, and come by the force, effect, & true meaning of these presents, if the same person so attempting or going about had been dead, and no such Attempt, Act or Acts had been by him committed, suffered, or done, any thing before in these present Indentures contained, to the contrary thereof in any wise notwithstanding. Provided also, That it shall and may be lawful to and for the said *T. H.* party to these presents at all times, and from time to time, when and as often as shall seem good unto him during his life, by his Writing or Writings Indented by him Sealed and Subscribed with his own hand, and published & declared before 2 Witnesses at the least, To declare, limit, or appoint the Premisses, and every or any Par or parcel thereof to be to the sole and only use of himself and his Heirs, or otherwise to Revoke, determine, frustrate, or extinguish the Uses before in these present Indentures limited and expressed or any of them, and the Estates thereby or by means thereof in any wise raised, created or made. *And* that then and from thenceforth all and every the Uses & Limitations before in these present Indentures mentioned, declared, or appointed; and the Estates thereby or by means thereof in any wise created or made of and for such and so much of the Premisses whereof the said *T. H.* shall make such declaration, limitation or appointment in form aforesaid, shall cease and determine. *And* that then & from thenceforth, such part and so much of the said Mannors, Messuages, Lands, Tenements, and all other the Premisses, with the Appurtenances whereof, or of the Uses whereof such declaration, revocation, limitation or appointment shall be so made by the said *T. H.* shall be to the sole and only use of the said *T. H.* his Heirs and Assigns for ever, any thing in these present Indentures contained to the contrary thereof in any wise notwithstanding. *So always*, That any Grant, Demise, Lease or Leases before that time to be made by the said *T. H.* of the Premisses or any Part or parcel thereof, according to liberty, effect and intent of these presents, shall not in any wise extend to prejudice, extinguish, or hinder the said liberty of Revocation or Declaration of new Uses for or touching the Reversion expectant upon the said Leases, Grants or Demise, nor shall in any wise be avoided, prejudiced, or impaired by such Revocation, Limitation, or Appointment, which shall be hereafter so made by the said *T. H.* in any wise. *In Witness*, &c.

Revocation of the Uses, and liberty to declare other Uses.

An Indenture to preserve Lands in the Name.

THis Indenture, made, &c. Between *A. B.* of the one part, and *C. D.* of the other part, Witnesseth, That as well the said *A. B.* as the said *C. D.* meaning and intending to preserve & continue their Houses and Name in the degree and continuance it hath been of, to Gods Pleasure, be now Resolved, and Concluded and Agreed in manner and form following (*That is to say*) That all the Mannors, Messuages, Lands, Tenements, & Hereditaments, whereof

whereof the said *A.B.* standeth now seized in the County of &c. (one Messuage, &c. only excepted and foreprized) shall be Conveyed and Assured, & so evermore continue in such manner, form, degree, and estate, and to such Uses and intents as hereafter in these presents shall be expressed, limited and declared. *And* that all former Conveyances, Estates and Estate, Devises & Assurances heretofore had, made or conveyed by the said *A.B.* to the said *C.D.* and to the Heirs of his Body, or to any other person or persons, to the use of the same *C.D.* and of the Heirs of his Body of or in the said Mannors, Lands, Tenements, and other the Premisses, or any part thereof, shall from thenceforth and at all times hereafter be utterly annulled, barred, extinguished, and clearly cut off, and taken away for ever. *And further*, That all Conveyances, Grants, Promises, Provisoes, Payments, Articles, Uses, Intents, and Agreements, mentioned and expressed in a pair of Indentures bearing date, &c. And all other Promises, Articles, and Agreements whatsoever between them had or made, shall also from henceforth and at all times hereafter cease, determine, and be utterly void, frustrate and of none effect. And for the better discharge thereof, the said *A.B.* for him, his, &c. doth by these presents clearly Remit, Release, and for ever quit claim to the said *C.D.* his Heirs, &c. all manner of Actions, Suits, Quarrels, Covenants, Promises, Payments, Debts, Duties, and Demands whatsoever from the beginning of the World, until the day of the date of these present Indentures. *And* the said *C.D.* for him, &c. doth likewise Remit, &c. *ut supra*. *And* for the better execution, performance, & accomplishment of their former purpose, intent and meaning above expressed, It is now fully and plainly expressed, declared, covenanted, granted condescended, concluded and agreed between the said parties, And the said *A.B.* doth express and declare, and nevertheless for him, his Heirs, &c. doth Covenant, &c. to and with the said *C.D.* &c. And the said *C.D.* doth likewise express, &c. (*ut supra*) in manner and form following (*that is to say*) That all the aforesaid Mannors Lands, &c. (except before excepted) shall before the 10*th* day of *J.* next ensuing the date of these presents, be conveyed and assured by the said *A.B.* to the said *C.D.* or their Heirs, to *E.T.W.D* &c. and their Heirs, or to the Survivor of them and their Heirs for ever, by the names of the Mannors of &c. to such and the same Uses, Intents, and Purposes, and in such manner, and form as hereafter in and by these presents shall be limited, expressed and declared; (*That is to say*) *First*, That all Lands, Tenements, and Hereditaments now of the clear yearly Rent and value of 40 *l.* of lawful English Mony parcel of the Premisses (except before excepted) over and above all yearly charges and reprises, shall before the said 10*th* day of *J.* next coming, be Conveyed, and Assured to the said *E.S.* and *T.G.* &c. and to their Heirs, or to the Survivor of them and his Heirs for ever, to the use & behoof of the said *A.B.* & of the Heirs Male of the Body of the said *A.B.* lawfully to be begotten, & to the use of every such Wife as the said *A.B.* shall hereafter fortune to have and Marry: And after the decease of the said *A.B.* without Heirs Male of his Body, & after the decease of every such Wife as the said *A.B.* shall so fortune to Marry & have; Then for lack of such Heirs Male, to the use of the said

Release of Actions.

That Lands shall be before a day conveyed to Feoffees.

To the use of the Feoffor and his Heirs Male, and E. his Wife.

To the use of the Feoffee for term of his life &c.

C.D. for term of his natural life, without impeachment of Waſt, And after the deceaſe of the ſaid *C.D.* to the uſe of *M.* Wife of the ſaid *C.D.* for term of her life. And after the deceaſe of the ſaid *F.F.* &c. then to the uſe of the firſt begotten Son of the body of the ſame *E.F.* lawfully begotten, and of the Heirs Male of the ſame firſt begotten Son lawfully begotten. And for lack of ſuch Iſſue, then to the uſe of the ſecond Son of, &c. And for lack of ſuch Iſſue, then to the uſe of the firſt begotten Daughter, ſecond begotten Daughter, and every other Daughter of the Body of the ſaid *E. F.* and of the Heirs of the Bodies of the ſame Daughters lawfully begotten. And for default of ſuch Iſſue, then to the uſe of *G.H.* ſecond & younger Son of the ſaid *C.D.* for term of his natural life, without impeachment of Waſt, & after his deceaſe, then to the uſe of the firſt begotten Son of the Body of the ſaid *G.H* & of the Heirs Males of the Body of the ſame firſt begotten Son, lawfully begotten, &c. *ut ſupra. And alſo* that the reſidue of all the aforeſaid Mannors and Lands (except before except) ſhall likewiſe before the ſaid 10th day of *J.* be conveyed and aſſured to the ſaid *E.F.* and *T.G.* &c. their Heirs and Aſſigns, or to the Survivor of them, & their Heirs & Aſſigns, to the uſe and behoof of the ſaid *A.B.* and of the Heirs Male of the Body of the ſame *A. B.* lawfully begotten; and after deceaſe of the ſame *A.B.* without Heir Male of his Body lawfully coming, then to the uſe of the ſaid *C. D.* for term of his life, &c. *ut Supra* And further, That the ſaid *E.S.* &c. their Heirs and Aſſigns, and the Survivor and Survivors of them, and their Heirs and Aſſigns, at all times, from and after the time of the aforeſaid Eſtate, Conveyance and Aſſurance to them to be had, made, conveyed and executed of and in the Premiſſes, as above is ſaid, ſhall ſtand and be ſeized of, and in the aforeſaid Lands, &c. of the ſaid clear yearly Rent and value of 40*l.* over and above all yearly charges and repriſes, to the uſe and behoof of the ſaid *A.B.* and of the Heirs Male of the Body of the ſame *A.B.* lawfully begotten, and to the uſe of every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and Marry as aboveſaid. And after the deceaſe of the ſaid *A.B.* without Heirs Male of his Body; and alſo after the deceaſe of every ſuch Wife as the ſaid *A.B.* ſhall hereafter fortune to have and Marry, as aboveſaid. And after the deceaſe of the ſaid *A.B.* without Heir Male of his Body, & alſo after the deceaſe of every ſuch Wife, as the ſaid *A.B.* ſhall fortune to have and Marry, Then to the uſe of the ſaid *C. D.* &c. *ut ſupra. And alſo* that the ſaid *E.S.* &c. and their Heirs, &c. at all times, from and after the time of the time of the aforeſaid Eſtate, &c. ſhall ſtand and be ſeized of, and in all the ſaid reſidue of all the aforeſaid Mannors, &c. to the uſe and behoof of the ſaid *A. B.* and of the Heirs Males of the Body of the ſaid *A.B.* lawfully begotten. And after the deceaſe of the ſaid *A.B.* without Heir Male, then to the uſe of the ſaid *C. D.* &c. *ut ſupra.* Except, and *always provided*, and it is nevertheleſs Covenanted, &c. between the ſaid parties, for them and their Heirs, and the Heirs of either of them by theſe preſents, That all and every Leaſe and Leaſes, demiſe, grant, and grants hereafter to be had or made of the aforeſaid Mannors, &c. or any part thereof, by the ſaid *A.B.* or by the Heirs Male of his Body, for term of 21 years, or under, upon which Leaſes, &c. the old, ancient and accuſtomed yearly Rent or

To what uſes the Feoffees ſhall ſtand ſeized.

Rents

Rents of the ſame Lands, Tenements, and Hereditaments, ſo to be demiſed, granted or letten, or more, ſhall be yearly reſerved and grow, and continue due and payable yearly, from year to year, during ſuch term or terms. And alſo, all and every ſuch Leaſe, Leaſes, &c. hereafter to be had or made of the Premiſſes, or of any part thereof by the ſaid *G.D.* after the deceaſe of the ſaid *A.B.* without Iſſue Male of his Body, as above is ſaid, or by the ſaid *M.* after the death of the ſaid *C.D.* or by, &c. Whereupon the ſaid Rent or Rents, ſhall be reſerved and continued as aboveſaid, ſhall be good and effectual, availeable and indefeazeable in the Law. And that all and every perſon and perſons, unto whom ſuch Leaſe, Leaſes, Demiſe, &c. of the ſaid Mannors, &c. or any part thereof, ſhall ſo fortune to be had or made for term of 21 years, or under, as aforeſaid, their Executors, Adminiſtrators, and Aſſigns, and the Executors, Adminiſtrators, and Aſſigns of every of them, at all times, during the ſaid Term, Terms, Leaſes, Intereſt and Intereſts, ſhall and may peaceably and quietly have, hold, poſſeſs and enjoy the ſame Mannors, &c. So to them or any of them granted, demiſed or letten, and every part thereof, according to the true effect and meaning of his and their ſaid Leaſe, Leaſes, Grant and Grants. *And* that the ſaid *E.S.* & the other their Heirs and Aſſigns, and the Survivor and Survivors of them, and their Heirs and Aſſigns after ſuch Leaſe, &c. ſo to be had and made to any perſon or perſons of the ſaid Mannor, &c. or any part thereof, for term of 21 years or under, in form above mentioned, ſhall ſtand and be ſeized of, and in the ſame Mannor, &c. which ſhall ſo fortune to be taken, letten, demiſed or granted as aboveſaid, and of every part thereof, to the uſe & behoof of ſuch Leſſee and Leſſees, Grantee and Grantees, their Executors, Adminiſtrators and Aſſigns, for the term or terms of 21 years or under. Provided alſo, and nevertheleſs it is Covenanted, &c. Between the ſaid parties & their Heirs, that the ſaid *A.B.* ſhall and may at his liberty and pleaſure at any time hereafter by his ſufficient Deed or laſt Will & Teſtament in Writing, Signed and delivered in the preſence of 3 good and ſubſtantial Witneſſes, or otherwiſe give, grant and aſſure to any one perſon, for term of life only of the ſame perſon, one yearly Rent-charge of, &c. to be iſſuing and going out of the aforeſaid Mannors, Lands, &c. or any part thereof, and to be paid yearly to the ſame perſon, or his ſufficient Aſſigns, during the life of the ſaid perſon, at the Feaſts of, &c. by equal portions, with a ſufficient Clauſe of Diſtreſs to be contained in the ſaid Deed, Will, or other Aſſurance for non-payment of the ſaid Rent, or any part thereof, at any of the ſame Feaſts, at which it ought to be paid. *And* that the ſaid *E.S.* &c. their Heirs, and the Survivor of them, ſhall ſtand and be ſeized of the aforeſaid Mannors, &c. to the uſe, and for the true payment of the ſame yearly Rent, in form aboveſaid, during the life of the ſame perſon, to whom the ſaid Rent ſhall ſo fortune to be given or granted as aboveſaid, any thing in theſe preſent Indentures, or any Act, Eſtate or Conveyance hereafter to be had, made, done, or ſuffered to the contrary, in any wiſe notwithſtanding. And further, as well the ſaid *A.* & the ſaid *C.D.* do Covenant and Grant (*that is to ſay*) Either of them ſeverally, for himſelf and his Heirs, to, and with the other of them, and his Heirs, by theſe preſents, That the ſaid Eſtate, Conveyance and Aſſurance hereafter

That all Leaſe to be made for 21 years to the Leſſees, to be effectual and available in the Law.

That all Leſſees may enjoy their terms, according to their Grants.

That the Feoffee may by his laſt will, or Deed, Grant Annuities for life, with a Clauſe of Diſtreſs.

That the Feoffees ſhall ſtand ſeized to the uſe of the ſame Grantee.

hereafter, to be had, made, acknowledged, conveyed & executed by the ſaid *A.B.* and *C.D.* the ſaid *R.S.* &c. and their Heirs, or to the Survivor of them and their Heirs, by Fine, Feoffment, Recovery, or otherwiſe, of, and in the aforeſaid Mannors, &c. in form aboveſaid, and theſe preſent Indentures, & the Inrolement thereof, and all and every Article, Covenant, Grant, Sentence, Agreement and Thing therein contained: and all and every other Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Gifts, Grants, Conveyances and Aſſurances, which now, or at any time or times hereafter ſhall fortune to be had, made, conveyed, executed, acknowledged, or ſuffered by the ſaid *A.B.* and *C.D.* or by either of them, or their Heirs, or the Heirs of either of them, or by the Aſſent, Means, or Agreement of them, or any of them, in, or concerning the aforeſaid Mannors, &c. or any part thereof (except before excepted) ſhall at all times, after the ſaid 18th day of *July*, be, inure and continue to the Uſes, Intents & Purpoſes in theſe preſent Indentures limited, declared and expreſſed, and according to the true intent and meaning of the ſame, for which Eſtates, Conveyances, Uſes, & Intents above declared, the ſaid *C. D.* hath paid and delivered unto the ſaid *A. B.* the ſum of, &c. under, and upon Condition, That if the ſaid *A.B.* ſhall fortune to dye, having Iſſue Male of his Body, lawfully begotten at the time of his Deceaſe, that then ſuch Iſſue Male, within the ſpace of &c. next after ſuch time as he ſhall have accompliſhed his full age of 21 years, ſhall content & repay the ſame, together with the ſum of, &c. in manner and form as hereafter in theſe preſents ſhall be expreſſed & declared. **And further**, the ſaid *C.D.* for him, &c. Covenanteth, &c. to & with the ſaid *A.B.* his, &c. That if he, the ſame *A.B.* ſhall fortune to dye without any Iſſue Male of his Body, lawfully begotten, or to have Iſſue Male of his Body, at, or after, the time of his deceaſe, which Iſſue Male ſhall after fortune to dye without any Iſſue Male of his Body, and no diſcontinuance or barr of any of the ſaid Eſtates for term of life, or in tail then had, made or grown by Act or Acts, Means, Aſſent or Agreement of the ſaid *A. B.* or of the Heirs Male of his Body, That then the ſame *C.D.* his Heirs, Executors, or Adminiſtrators, within the ſpace of &c. next after ſuch time as the ſaid *A.B.* ſhall fortune to be dead, without any Iſſue Male of his Body, and the ſaid Eſtate-tail limited to the ſame *A.B.* to the Heirs Male of his Body, utterly extinguiſhed and determined, ſhall and truly content and pay, or cauſe to be contented and paid to ſuch perſon or perſons, and in ſuch manner and form as the ſaid *A.B.* in his life time, by his ſufficient writing, ſubſcribed with his Hand and, ſealed with his Seal, in the preſence of 3 ſubſtantial Witneſſes, ſhall name, limit, aſſign, expreſs or appoint the ſum of &c. **Provided always**, and it is nevertheleſs covenanted, &c. That if the ſaid *C.D.* his Heirs, Executors, or Adminiſtrators, ſhall fortune to refuſe to pay the ſum of &c. or fail to make payment thereof, or any part thereof, a lawful and ſeaſonable Requeſt or Demand thereof, to him or them, to be had or made at any time after the end of the ſaid 20 Months to ſuch perſon or perſons, and in ſuch Manner and form as the ſaid *A.B.* ſhall narin, limit and appoint in form, aboveſaid That then, and from, and immediately after, ſuch default of payment, had and made, the ſaid *Eſt.* &c. and their Heirs, and the Survivor, &c. ſhall

ſtand

That all Fines and Conveyances to be made, ſhall be inure to the uſes in theſe preſents compriſed.

If the Feoffor have Iſſue male at the time of his death, that the Iſſue ſhall repay a certain ſum of Mony to the Feoffee at a day.

If the Feoffor dye without Iſſue Male, or the Iſſue-Male dye without Heir-Male without any diſcontinuance had, That the Feoffee ſhall pay a ſum of Mony to ſuch perſons as the Feoffor ſhall limit.

If the Feoffee make default of the ſaid payment, That the Recovror ſhall be ſeized to the uſe of the Executors of the Feoffor for a certain term, and after to the uſes above ſaid.

ſtand and be ſeized of, and in, the aforeſaid Mannor, &c. (except before excepted) to the uſe & behoof of the Executors & Adminiſtrators of the ſaid *A.B.* during the ſpace and term of 100 years next enſuing the full end and expiration of the ſame 20 Months, without impeachment of Waſt. & after the end and expiration of the ſaid 100 years, then to the uſes and intents above limited and expreſſed, except, and always ſaved to every ſuch Wife as the ſaid *A.B.* ſhall hereafter fortune to have and Marry, a perfect and ſure Eſtate, Uſe and Intereſt, for them of her life, of, and in, all the aforeſaid Lands, Tenements and Hereditaments of the ſaid clear yearly Value and Rent of 40 *l.* without any let or interruption. **Provided** likewiſe, & it is Covenanted, &c. between the ſaid parties & their Heirs, That if the ſaid *A. B.* ſhall fortune to dye, having Iſſue Male of his Body at the time of his deceaſe, That then if the Iſſue Male of the ſame *A.B* or the Executors, Adminiſtrators or Aſſigns of the ſaid *A.B.* within the ſpace of 20 Months, next after ſuch time as the ſaid Iſſue Male of the Body of the ſaid *A.B.* ſhall have fully accompliſhed the age of 21 years, do not content and pay unto the ſaid *C. D.* his Executors or Adminiſtrators, the ſum of, *&c.* That then the ſaid *E.S. &c.* and their Heirs, *&c.* ſhall ſtand and be ſeized of the ſaid Mannors, &c. (except before excepted) to the uſe of the ſaid *C.D.* his Executors and Adminiſtrators until ſuch time as the ſame *C.D.* his Executors or Adminiſtrators, ſhall, or may have fully levied, perceived, and taken of the Rents, Iſſues, Revenues, & Profits of the ſame Mannors, Lands, Tenements & Hereditaments (except before excepted) the ſaid ſum of &c. *Except, and always provided*, & it is Covenanted, &c. between the ſaid Parties, ſeverally, for them and their Heirs, That neither theſe preſent Indentures; nor any Proviſo, Covenant, Grant, Sentence, Article or Thing therein contained, or any Eſtate, Fine, Recovery, or other Conveyance, hereafter to be had or made by the ſaid *A.B.* and *C.D.* or either of them, or their Heirs, or the Heirs of either of them, or by any other perſon or perſons, ſhall in any wiſe extend to, defeat, avoid, determine, diminiſh, prejudice, or interrupt any Leaſe or Leaſes, Grant or Grants, Term or Terms hereafter to be had or made of the Premiſſes, or of any part thereof, by the ſaid *A.B.* or by the Heirs Males of his Body, for term of 21 years, whereupon the ancient Rent or Rents thereof, or more, ſhall be yearly reſerved, and continue in form above ſaid; nor to defeat, determine, avoid, impair, or interrupt the Eſtate, Uſe, Intereſt or Poſſeſſion, of any ſuch Wife as the ſaid *A.B.* ſhall hereafter fortune to have or Marry as aboveſaid, of, in, and to, the ſaid Lands, &c. of the yearly Rent and value of 40 *l.* over and above all yearly Charges, during the life of any ſuch Wife, nor to defeat, avoid, extinguiſh, or ſuſpend the aforeſaid yearly Rent-charge of, &c. nor to the aforeſaid Meſſuage, Dove houſe, &c. before in theſe preſents excepted, nor to any part thereof; but that the ſaid *A.B.* ſhall and may have, hold, and enjoy the ſame Meſſuage, Dove-houſe, &c. to him and to his Heirs. And that the ſaid Leſſees and Grantees ſhall and may have and enjoy their ſaid Terms and Intereſts, and alſo that every ſuch Wife as the ſaid *A.B.* ſhall hereafter fortune to have and Marry as aforeſaid, ſhall and may likewiſe have and enjoy for term of her life the aforeſaid Lands, Tenements, and Hereditaments of the

If the Feoffor dye, having Iſſue Male, and the ſame, Iſſue, nor the Executors, &c. of the Feoffor, do not pay to the Feoffee the ſum of, &c. That the Recoverors ſhall be ſeized to the uſe of the Feoffee, until the ſum of, &c. be levied.

This Indenture nor any other Conveyances, ſhall prejudice any Leaſe or Joynture, or Rent-Charge made.

the said clear yearly Rent and Value of 40*l.* over and above all yearly Charges and Repriſes, any Covenant, Grant, Proviſo, Article or Thing in theſe preſents mentioned, or any Act or Acts, Eſtate or Eſtates, Conveyances or Aſſurances, had or made, or hereafter to be had, made, acknowledged, conveyed, or ſuffered to the contrary thereof in any wiſe notwithſtanding. And it is covenanted, &c. and the ſaid *E.S.* &c. for them, and every of their Heirs do covenant, &c. That all Feoffments, Fines, Recoveries, and other Conveyances whatſoever, hereafter to be had, made, acknowledged or ſuffered to the ſaid *E.S.* &c. of the Premiſſes, or any part thereof, ſhall be to the Uſe, Intents, Meaning and Purpoſes, expreſſed & continued in theſe Preſents, and to none other Uſe, Behoof, Intent or Purpoſes. And that neither the ſaid *E. S.* &c. their Heirs, nor any of them, ſhall, nor will challenge, demand, or claim any manner of Eſtate, Uſe, Intereſt, Right, Title, Poſſeſſion, of, in, or to the Premiſſes or any Part thereof, but only to the Uſes and Intents before in theſe preſents montioned and expreſſed. Prohibded allwaps, and nevertheleſs it is Covenanted, &c. That if the ſaid *A.B.* at any time hereafter, during his natural life, ſhall be minded or diſpoſed, to alter, change, extinguiſh, or make void the ſaid Feoffment, Fine, &c. or any of the Uſes before by theſe preſents limited, expreſſed or declared, touching the Premiſſes, or any part thereof, by force or reaſon of any Eſtate that ſhall grow, be made or executed of any the ſaid Uſe, Uſes, of, or, in the Premiſſes: Or if the ſaid *A. B.* at any time hereafter, during his life, ſhall be diſpoſed to have again all and ſingular the premiſſes, or any part thereof, or the diſpoſition or beſtowing thereof, or any part or parcel thereof, in any ſort or manner then before is limited, or to have the ſame, or any part or parcel thereof to him & his Heirs, as in his former Eſtate, to do therewith his Will and Pleaſure. And thereupon, by his Deed or Writing, ſealed and ſubſcribed with his own proper Hand, do notifie or ſignifie the ſame to the ſaid *E.S.W.* &c. or to any of them, or to the Survivor or Survivors of them, or any of them, That then immediately after and upon every, or any ſuch Notice or ſignification in Writing, Sealed and Subſcribed, as is aforeſaid. So much of the Premiſſes ſhall be limited, declared and appointed in the ſaid Writing, and Subſcribed as aforeſaid, to be utterly and clearly altered, changed, or made void, ſhall be from thenceforth to the uſe of the ſaid *A.B.* and of his Heirs, as in his former Eſtate, to do therewith his and their Will and Pleaſure; and then after the ſaid *A.B.* his Heirs and Aſſigns and the Heirs and Aſſigns of the Survivor of them, and all and every, other perſon and perſons that now be, or at any time hereafter ſhall be, or ſtand ſeized of the ſaid Premiſſes, ſo to be ſignified, notified or declared, ſhall be thereof ſeized to the uſe of the ſaid *A.B.* his Heirs and Aſſigns for ever, to do therewith his and their Will and Pleaſure, as in his or their former Eſtate; any thing in theſe Preſents mentioned to the contrary thereof in any wiſe not withſtanding: *In Witneſs whereof, &c.*

That all Conveyances ſhall be to the uſe herein contained.

That the Recoverors ſhall not claim any Intereſt, but only to the uſes aboveſaid.

A liberty for the Feoffor to alter the Eſtates.

As

An Indenture for Eſtating of Lands by Recovery, where in the Bargain and Sale for making J.E. and G.H. Tenants to the Precipe is recited.

This Indenture made the 19th day of *S.* &c. between *C.M.* of *C.* in the County of *C.* Eſq; on the one part, and *R.M.* of *P.* in the ſaid County Eſq; *G.B.* of *A.* in the ſaid County of *C.* Eſq; and *R.T.T.* of *B.* in the County of *S.* Gent. *J.E.* of *O.* in the ſaid County of *C.* Eſq; and *G.H.* Eſq; on the other part, **Witneſſeth**, That for the eſtabliſhing and conveying of the Lands of the ſaid *C.M.* in his name and Blood, and for a Convenient Joynture to be thereof made unto *E.* his Wife, and alſo for other Purpoſes and Intents in theſe Preſents appearing. **It is now** Condeſcended and Agreed between the ſaid parties to theſe preſents, and every of them in manner and form following (*that is to ſay*) **Whereas** the ſaid *C.M.* by good and ſufficient Conveyance and Aſſurance in the Law, hath made and executed unto the ſaid *J.E.* and *G.H.* and their Heirs and Aſſigns, to their own Uſes, a good and lawful Eſtate in Fee-ſimple, of, and in the Manner of *C.* with the Appurtenances, and of, and in all other the Meſſuage, Salt-houſes, Milnes, Lands, Tenements and Hereditaments, with the Appurtenances in *M.N.* and *C.* in the County of *C.* and in the County of the City of *C.* whereof or wherein the ſaid *C.M.* then had any Eſtate of Inheritance, as by the Conveyance more plainly may appear, which ſaid Conveyance and aſſurance ſo to them made, was made to this Purpoſe and intent, that any further Conveyance might the better be had and made of the Mannors, Lands, Tenements and Hereditaments, and all other the Premiſſes, with the Appurtenances to the Uſes and Intents in theſe preſents expreſſed. *Recital.* **Now** therefore the ſaid *J.E.* and *G.H.* and either of them, do Covenant and grant for himſelf, his Heirs, Executors and Adminiſtrators, to, and with the ſaid *C.M.* his Heirs and Aſſigns, That at the next and great Seſſions for Common-Pleas in the ſaid County of *C.* to be holden at *C.* next after the date hereof, They, the ſaid *J.E.* and *G.H.* and the Survivor of them, ſhall and will permit and ſuffer the ſaid *R.M.G.B.* and *R.T.* or the Survivor of them, to demand againſt them, or the Survivor, by a Writ of *Entry ſur diſſeiſin in le poſt*, to be ſued forth at the ſame Seſſions, at the Coſts and Charges of the ſaid *C.M.* his Heirs or Aſſigns, the ſaid Mannor of *C.* with the Appurtenances, and all ſuch other of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances, as do lie in the County of *C.* by ſuch Names thereof, as by the Counſil learned of the ſaid *C.M.* ſhall be deviſed; in which Suit the ſaid *J.E.* and *G.H.* ſhall at the ſame Seſſions, either in their proper Perſons, or by their Attorney, ſufficiently authorized, appear, and after Declaration made againſt them, and Defence made by them, ſhall Vouch to warrant the ſaid *C.M.* whereupon the ſaid *C.M.* ſhall preſently appear in the ſame Suit, at the ſame Seſſions, either in proper Perſon, or by Attorny, ſufficiently authorized, and after like Declaration made againſt *For ſuffering the Recovery.*

him, and Defence made by him, shall willingly enter into the said Warranty, and vouch over to Warranty the common Vouchee. And further do, and suffer to be done, all and every other Acts & Things, according to the manner and form of common Recoveries, with double Voucher, used in the said County of *C.* so as a perfect common Recovery, with double Voucher, together with Judgment and Execution thereupon may be had, pursued, & suffered, of and in all the Premisses in the said County of *C.* accordingly. And in like manner the said *J.E.* and *G.H.* and either of them, doth covenant and grant, for themselves, their Heirs, Executors, and Administrators, to and with the said *C.M.* his Heirs and Assigns; That upon the reasonable Request, Costs & Charges, in the Law of the said *C.M.* his Heirs or Assigns, the said *J.E.* and *G.H.* or the Survivor of them, at a Court of *Portmote*, to be holden at the City of *C.* shall and will in like manner, permit and suffer the said *R.M. G.B.* & *R.T.* or the Survivor of them, to demand against them by a Plaint, in the nature of a Writ of *Entry sur Disseisin en le post*, to be Commenced and pursued, according to the custom and usage of the said City of *C.* all such other of the said Messuages, Lands, Tenements, and Hereditaments, as do lie within the said City of *C.* or the Suburbs or Precinct of the same, by such names thereof, as by the Council learned of the said *C.M.* shall be devised. In which Suit, the said *J.E.* and *G.H.* shall at the same Court of *Portmote*, either in their proper persons, or by their Attorny, sufficiently authorized appear; and after *Declaration* made against them, and defence made by them, shall vouch to Warranty the said *C.M.* whereupon the said *C.M.* shall presently appear in the same Suit, either in proper Person, or by Attorny sufficiently authorized; & after like Declaration made against him, and Defence made by him, shall willingly enter into the said Warranty, & vouch over to Warrant the common Vouchee. And further do, and suffer to be done, all and every other Acts and Things, according to the Form of Common Recoveries, with double Voucher used in the City of *C.* So as a perfect Common Recovery, with double Voucher, together with Judgment and Execution thereupon may be had, pursued, and suffered, of and for all the said Premisses, in the said City of *C.* accordingly. *And* it is covenanted, granted, and agreed, by and between all the said Parties to these Presents, and every of them, That the said several Recoveries so to be had and suffered, and all other Recoveries that shall be had and suffered by and between the said parties, or any of them, in the said County of *C.* or in the said City of *C.* at any time, during the space of 2 years next coming, shall be; and the said Recoverors, and their Heirs, shall stand and be seized of the said Mannor of *C.* and of all other the said Messuages, Salt-houses, Mills, Lands, Tenements, and Hereditaments, and all other the Premisses, with the Appurtenances, to the several uses, intents, and purposes, under the Conditions Provisoes, Limitations, and meanings, hereafter in these Presents, expressed and contained (That is to say) of and in these parts and parcels of the Mannor-house, and Capital Messuages, of the said *C.M.* in *C.* aforesaid hereafter mentioned, *viz.* The 3 old Lodgings, standing in the South-East part of the Court or Curtilage of the said Mannor-house, or Capital Messuage; and also the Back side adjoyning to the said Lodgings,

The Recovery to be to the uses in these presents.

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as it is now inclosed from the Orchard; and also a certain Barn of the said Mannor-house, commonly called the Hay-Barn adjoyning to the Stable; and also the Old Garden belonging to the said Mannor-house, adjoyning to the Furlong and all other the Ground and Lands within the Compass of the Hedge of the said Garden; and of and in all those Closes and Pastures in *C* aforesaid, being parcel of the Demesn of the said Mannor-house, or Capital Messuages, commonly called the *M.* the *L.* the *B.* the *N.* &c. and of and in one Messuage or Tenement, with the Appurtenances in *C.* aforesaid, now or late in the holding or Occupation of *R.C.* or his Assigns, and all Lands, Tenements, and Hereditaments thereunto belonging, of the yearly Rent of 33 *s.* 4 *d.* and of and in one other Messuage, and Tenement with the Appurtenances in *M.* aforesaid, now or late in the holding or occupation of *H.M.* And all Lands, Tenements, and Hereditaments thereto belonging, of the yearly Rent of 6 *s.* 8 *d.* And of and in one Messuage and Tenement, with the Appurtenances in *N.* now or late in the holding or Occupation of *W.C.* or his Assigns; and all Lands, Tenements, and Hereditaments thereto belonging of the yearly Rent, of 13 *s.* 4 *d.* to the use of the said *C.M.* and of and for the said *E.* his Wife for her Joynture: and to the Heirs Male of the body of the said *C.M.* lawfully begotten and to be begotten: And for default of such Issue, to the use of *J.M.* Brother to the said *C.* and the Heirs Male of his Body lawfully begotten and to be begotten: And for default of such Issue, to the use of *C. M.* another Brother of the said *C.* and the Heirs male of the body of the said *C.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *R.M.* another Brother to the said *C.M.* and the Heirs Male of the body of the said *R.* lawfully begotten, and to be begotten: And for default of such Issue, to the use and behoof of *C.M.* Son of *T.M.* late of *M.* aforesaid deceased: and the Heirs Male of the Body of the said *C.* Son of the said *T.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *H.M.* Brother to the said *C.M.* of *M.* and the Heirs Male of the Body of the said *H.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *C.M.* younger Brother to the said *T.M.* and the Heirs Male of the Body of the said *C.M.* the younger, to the said *T.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *P.M.* Son of *R.M.* of *M.* Gent. and the Heirs Male of the Body of the said *P.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *E.N.* Son of *P.M.* late of *P.* Esq; deceased, and the Heirs Male of the body of the said *E.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *T.M.* Son of the said *R.M.* of *P.* aforesaid, Esq; and the Heirs Male of the body of the said *T.M.* Son of the said *R.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *G.M.* Son of *H.M.* of *C.* Esq; and the Heirs Male of the Body of the said *G.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of *T.M.* Son to *R.M.* of *M.* aforesaid, Gent. and to the Heirs Male of the Body of the said *T.* lawfully begotten, and to be begotten: And for default of such Issue, to the use of the Right Heirs of the said *C.M.* of *C.* for ever. And of, for, and concerning all the rest and residue of *The uses.*

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the said Manor, and of all other the Messuages, Salt-houses, Mills, Lands, Tenements, and Hereditaments, with the Appurtenances, to be comprised or contained in the said several Recoveries, or either of them; The said Recoverors and their Heirs shall stand and be thereof seized, from and after any such recovery so had and suffered, to the use of the said *C.M.* of *C.* and the Heirs Male of his Body lawfully begotten, and to be begotten. And for default of such Issue, to the use of the said *T.M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: and for default of such Issue, to the use of the said *C.M.* & the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *R. M.* Brother to the said *C.M.* of *C.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *C.M.* Son of the said *T.M.* late of *M.* aforesaid deceased, and the Heirs Male of his Body lawfully begotten, and to be begotten: and for default of such Issue, to the use of *H.M.* Brother to the said *C.M.* of *M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *C.M.* younger Brother to the said *T.M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *P.M.* Son to the said *R.M.* of *M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use of *E.M.* Son to the said *P.M.* of *P.* and the Heirs Male of his Body lawfully begotten, and to be begotten: and for default of such Issue, to the use of the said *T.M.* Son of the said *R.M.* of *P.* and the Heirs Male of his Body lawfully begotten, & to be begotten. And for default of such Issue, to the use of the said *G.M.* Son to the said *H.M.* of *C.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *T.M.* Son to the said *R.M.* of *M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the right Heirs of the said *C.M.* of *C.* for ever. **Provided always**, And it is further agreed and concluded, by and between the said Parties to these presents, That it shall and may be lawful, to and for the said *C.M.* of *C.* at all times, and from time to time hereafter, when, and as often as it shall seem good to him by his Writing or Writings Indented, Sealed with his Seal, and Subscribed with his own Hand, in the presence of 3 or more Witnesses, to grant, limit, or appoint the said Manor, Messuages, Salt-houses, Lands, Tenements, and Hereditaments, with the Appurtenances, or any part or parcel thereof, saving and except, during the life of the said *E.* the said Messuages, Lands, and Tenements, with the Appurtenances, before appointed and set out for her Joynture, as is aforesaid, to or for the Joynture of any Wife or Wives, which he shall happen to marry, after the decease of the said *E.* now his Wife, for Term of life, of every or any such Wife; or by like Writing or Writings Indented, to make any Demise or Lease of the said Manor, Messuages, Lands, Tenements, and Hereditaments, or of any part thereof, saving and except, during the life of the said *E.* such part thereof, as is before appointed and limited, to and for her Joynture as is aforesaid, to any person or persons, for the term of 21 years, or

Power to limit Lands to any Woman for joynture which C.M. *shall Marry, except &c. Or make Leases, &c.*

or under, or of one, or two, or three lives: So that upon every such Demiſe and Leaſe, the accuſtomed yearly Rent be reſerved and payable, during the continuance of the terms thereof, and not diſpuniſhable of Waſte. *And alſo*, that it ſhall and may be lawful to and for the ſaid *C.M.* of *C.* at all times, and from time to time hereafter, when and as often as it ſhall ſeem good to him by his Writing or Writings Indented, Sealed with his Seal, in the preſence of the ſaid *R.M. J.E. G.B. G.H.* and *R.T.* or any two of them, to grant, limit, or appoint the ſaid Mannor, Meſſuages, Salt-houſes, Lands, Tenements, and Hereditaments, with the Appurtenances, or any part or parcel thereof (ſaving and except, during the life of the ſaid *E.* the ſaid Lands, Tenements and Hereditaments limited and appointed to and for her Joynture as is aforeſaid) to any perſon or perſons, for any Eſtate or Term whatſoever: And that the ſaid Recoverors and Recoverees ſhall be, and the ſaid Recoverors and their Heirs ſhall ſtand and be ſeized of, and in ſuch part, and ſo much of the Premiſſes of, and concerning which, any ſuch Grant, Limitation, or Appointment, ſhall be ſo made to ſuch uſes and intents, and of ſuch perſon and perſons, and for and under ſuch Proviſoes, Conditions, Limitations and Determinations, as the ſame ſhall be ſo granted, limited or appointed unto by the ſaid *C.M.* of *C.* by ſuch Writing or Writings Indented, to be had, made, ſealed, and ſubſcribed, by the ſaid *C.M.* of *C.* in manner and form aforeſaid, and after to the uſes and intents in theſe preſents before declared and expreſſed, in ſuch manner and form, order and degree, and with the ſame Remainders, Conditions, and Limitations, as the ſame by theſe preſents be limited and appointed. **Provided allways**, & nevertheleſs; and it is fully concluded, condeſcended and agreed, by and between the ſaid parties to theſe preſents, and every of them, That if the ſaid *J.M. C.M. R.M. C.M.* Son of the ſaid *T. H. M. C.M.* younger Brother to the ſaid *T. P. M. T.M.* Son of the ſaid *R.M.* of *P. G.M.* and *T.M.* Son of the ſaid *R.M.* of *M.* or any of them, or any of their Heirs Male, of any of their Bodies lawfully begotten, or to be begotten, ſhall at any time hereafter, earneſtly, adviſedly or determinately, intend, actually attempt, go about to put in ure, or cauſe to be done, any Act or Acts, Thing or Things whatſoever, of the ſaid Mannor, Meſſuages, Salt-houſes, Milns, Lands, Tenements and Hereditaments, with the Appurtenances, whereof the ſaid Recovery or Recoveries ſhall be ſo had or ſuffered, or of any part or parcel thereof, whereby, or by reaſon whereof, any eſtate, uſe, intereſt, or poſſeſſion, above in theſe Preſents ſpecified, mentioned, limited, or expreſſed, to be made, declared, or created, or any of them, ſhall or may be in any wiſe diſcontinued, impaired, charged, hindred, cut off, barred, or extinguiſhed, contrary to the true intents, agreements, and meanings, in theſe preſents expreſſed, except ſuch Act and Acts, as are in or by theſe preſents mentioned, limited or permitted; and except the lawful and reaſonable Dowers of ſuch Woman, as ſhall be his or their lawful Wife or Wives; That then, and from thenceforth, for and concerning ſo much, and ſuch parcel of the Premiſſes, whereof any ſuch attempt, going about, putting in ure, or Act or Acts, ſhall be had or made, or cauſed to be done, the ſaid Recovery & Recoveries ſhall be to the ſaid Recoverors, their Heirs and Aſſigns, and all and every other

The Recovery to be to thoſe uſes.

If any of the perſons within named go about to diſcontinue any of the uſes or eſtates herein limited (except ſuch as are herein only mentioned) the eſtate of ſuch perſon to ceaſe as if he were dead.

And the Recoverors to be seized to the use of such person to whom the same should come after the death of the said person that shall make such attempt.

person and persons, their Heirs and Assigns, which shall happen hereafter to be seized of the same Premisses, or of any part thereof, shall stand and be seized thereof, to the use of such person to whom the same shall come and be, after the death of the said person and persons making or doing any such Attempt, Act or Acts; and of and for such Estate and Estates, in such form, condition, quality and degree, and with and under such Limitations, Determinations, Provisoes and Conditions, as if the said person and persons making or doing any such Attempt, Act or Acts, were then naturally dead, any thing in these presents contained to the contrary notwithstanding. *Provided nevertheless*, And it is in like manner agreed by and between the said parties to these presents and every of them, That after the decease of the said *C.M.* of *C.* without any Heirs Male of his body lawfully begotten, and to be begotten, the said *J.M. O.M. R.M. C.M.* Son of the said *T. H.M.* *C.M.* younger Brother to the said *T. P.M. E.M. T.M.* Son to the said *R.M.* of *P. G.M. T.M.* Son to the said *R.M.* of *M.* and every or any of them, or any their Heirs Male of any of their Bodies lawfully begotten or to be begotten, and every of them severally when and at such time as they shall be seized of the Freehold of Premisses, by force of the limitation of any Use or Estate before in these presents mentioned, declared or expressed, shall or may by Writing indented sealed with their Seal in the presence of 3 or more Witnesses, declare, appoint or limit the use of any part of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments, not exceeding the full yearly value of 30 *l.* Saving and except during the life of the said *E.* such part of the Premisses as is seized, limited and appointed to and for the Joynture of the said *E.* to any of his or their lawful Wife or Wives for the time being, for the term of her life only, and for no other greater Use or Estate in any wise, and not dispunishable of Waste. *And also*, by like Writings or Writing Indented, to grant to every or any of his or their Sons not being his or their Heir apparent several Rent-charges of 53 *s.* 4 *d.* apiece, issuing and going out of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments: Saving and Except during the life of the said *E.* the said Messuages, Lands and Tenements before appointed to and for the Joynture as is aforesaid payable yearly during the life of such Son to whom any such Grant shall be made, so as more of the said Sons have but one Rent-charge of 53 *s.* 4 *d.* apiece during his life only, payable yearly at the Feast of, &c. by even portions, or within 20 days after every of the said Feasts. *And also*, by like Writing or Writings Indented, to grant a Rent-charge of 20 *l.* by the year, issuing out of the said Mannors, Messuages, Salt-houses, Lands, Tenements and Hereditaments; Saving and Except during the life of the said *E.* the said Messuages, Lands and Tenements before appointed to and for her Joynture as is aforesaid, to any person and persons and their Heirs, payable at the Feast-days aforesaid for and until such time as every Daughter of such person so making any such Grant, which shall not be married in the life time of such person so making any such Grant, shall or may have received and had thereof 100 *l.* apiece for and towards her preferment in Marriage, or otherwise. *Provided also*, That after the decease of the said *C.M.* of *C.* without any

Heirs

Heirs Male of his Body begotten, the said *J.M. O.M. R.M. C.M* Son of the said *T. H.M. C.M.* younger Brother to the said *T.M. P.M. E.M. T.M.* Son to the said *R.M.* of *P. O.M.* and *T.M.* Son of the said *R.M.* of *M.* and every or any of them, or any of their Heirs Male of any of their bodies lawfully begotten, and to be begotten, when and at such time as they shall be seized of the Freehold of the Premisses by force of the limitation of any Use or Estate before in these presents declared, mentioned or expressed, shall or may by Writing or Writings Indented, sealed with their Seals, Demise or let to Farm all and singular the Premisses or any part thereof, saving and except during the life of the said *E.* such part of the Premisses as is before appointed for her Joynture or Dower; and saving and except the said Manor-house or Capital Messuage called *C.* and the Demesn Lands thereof, to any person or persons for the term of 21 years or under, or for the term of 3 lives or under; so that upon every such Demise, or Lease, the old accustomed Rent or more be reserved and payable yearly during the several terms therein contained, and so that any such Lease be not made dispunishable of Waste. **And it is further** condescended, concluded and agreed by and between the said parties to these presents, That the said Recovery and Recoveries so to be had and suffered shall be, and the said Recoverors their Heirs and Assigns, shall stand and be seized to the intent and purpose that every such Son, and every such other person to whom any such Grant or Rent-charge of 20 *l.* shall be made, shall & may be for non-payment of the said several Rents, into the said several Lands and Tenem. so to be charged, to enter and distrain, and in case of Rent-charge. *And also*, that the said Recovery and Recoveries shall be for and concerning such part of the Premiss. whereof any such Demise, Lease, Declaration, Appointment or Limitation mentioned and expressed; and after to such other Uses thereof as are before in these presents declared and expressed. *Provided furthermore*, and the Premisses notwithstanding, It is concluded, condescended and agreed by and between the said parties to these presents, That if the said *C.M.* of *C.* by any Writing by him Sealed & Subscribed with his own hand in the presence of 3 or more Witnesses, and to be delivered in life-time to the said *R.M. F.E. G.B, G.H.* and *R.T.* or any 2 of them, or to the Heir or Heirs of the Survivors of them shall signifie and declare, that the said Recovery and Recoveries of, for or concerning the said Mannor, Messuages, Lands, Tenem. and Hereditaments, or of, for or concerning any part or parcel thereof, shall be to the use of himself and his Heirs only, and not to any other use or uses; That then and from thenceforth immediately after such signification and declaration, all and every the uses and intents before expressed, declared or mentioned in these present Indentures as concerning such part and parts of the said Mannor, Messuages, Lands, Tenements, and Hereditaments, with the Appurtenances, whereof any such signification or declaration shall be so had and made, shall utterly cease, be void, and determine. *And* that then and from thenceforth the said Recovery and Recoveries shall be: And the said Recoverors and their Heirs as concerning all and singular such part and parts of the Premisses, with the Appurtenances, whereof any such signification or declaration shall be so had and made, shall stand and be seized

Power of Revocation.

thereof to the uſe of the ſaid *C.M.* of *C.* his Heirs and Aſſigns for ever, any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding. **Provided allways,** That notwithſtanding the ſaid ſignification or declaration, or any thing before expreſſed touching or concerning the Repealing, diſannulling, altering, or making void of any the Uſes or Eſtates before limited or declared, That yet nevertheleſs the Eſtate and Joynture of the ſaid *E.* before in theſe preſents limited, intended and mentioned, and all and ſingular Conveyances and Writings Indented, which ſhall be made by the ſaid *J.M.* of *C.* to or for the Joynture of any his lawful Wife or Wives, or to or for their Advancement and preferment of any Son or Sons, Daughter or Daughters of the ſaid *C.M.* of *C.* or to or for the payment and diſcharging of his Debts, and alſo every Demiſe or Leaſe to be made by the ſaid *C. M.* of *C.* ſhall ſtand, remain and be in their ſeveral forces, ſtrength and effect, according to the true intent and meaning thereof, any thing therein contained to the contrary in any wiſe notwithſtanding. **In Witneſs.** &c.

Proviſo, that the Joynture of E. and ſeveral other particular Eſtates ſhall not be revoked.

An Indenture of Covenants to Convey Lands, by Fine, &c. And that the Conuſee ſhall have other Lands in caſe the Lands ſold be evicted.

This Indenture tripartite made, &c. between *W.G.* of *G.* in the County of *M.* Eſq; *J.W.* of *G.* in the ſaid County of *M.* Gent. and *J.C.* of *L.* Eſq; of the firſt part; *R.B.* of *W.* in the County of *L.* Eſq; of the ſecond part, and *J.E.* of *O.* and *G.L.* of *T.* in the County of *C.* Eſquires, of the third part, *Witneſſeth,* That *whereas* the ſaid *W.G. J.W.* and *J.C.* by their Indenture of Bargain and Sale, bearing date with theſe, made between them the ſaid *W.G. J.W.* and *J.C.* of the one part, and the ſaid *R.B.* of the other part, by and with the full conſent and agreement of the ſaid *J.C.* and at and by his ſpecial requeſt and appointment, For the Conſiderations therein mentioned, have Granted, Bargained, Aliened, Sold, and Confirmed unto the ſaid *R.B.* his Heirs and Aſſigns for ever, All thoſe Meſſuages, Lands, Tenements, &c. [*ut ſupra in Indent. proxim. precedent.*] *To have and to hold* to him the ſaid *R.B.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *R.B.* his Heirs and Aſſigns for ever abſolutely without any condition, as by the ſaid recited Indenture of Bargain and Sale amongſt other things more fully appeareth. *Now* the ſaid *W.G. J.W.* and the ſaid *J.C.* for the further and better Security of the ſaid *R.B.* and his Heirs, and more perfect aſſurance of the ſaid Meſſuages, Lands, Tenements and Hereditaments, and other the ſaid Premiſſes with the Appurtenances, in and by the ſaid recited Indentures of Bargain and Sale ſo bargained & ſold (or mentioned to be bargained and ſold or conveyed unto the ſaid *R.B.* and his Heirs in manner & form aforeſaid, for and upon the cauſes

and

and conſideration in the ſaid recited Indenture of Bargain and Sale mentioned, Do for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them ſeverally and not otherwiſe, nor in no other ſort, Covenant and grant to and with the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following (*that is to ſay*) Firſt, That they the ſaid *W.G.* and *J.W.* and *J.C.* and their Heirs, and the Survivor of them and his Heirs, by and with the full conſent and agreement, & at and by the ſpecial requeſt and appointment of him the ſaid *J.C.* ſhall and will on this ſide and before the Feaſt of *A.* next enſuing after the day of the date hereof, upon the reaſonable requeſt or requeſts of him the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, to be made to them the ſaid *W.G.* and *J.W.* or the one of them, their or the one of their Heirs or Aſſigns, at the only Coſts and Charges of the ſaid *R.B.* his Heirs or Aſſigns, by Fine or Fines, with Proclamations in due form of Law to be levied, Recovery or Recoveries to be had and purſued according to the order and courſe of Common Recoveries, Releaſe or Releaſes of Errors, or otherwiſe, Feoffment or Feoffments as by the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his, their or any of their Council learned ſhall be reaſonably deviſed or adviſed ſo that they the ſaid *W.W.J.G.* and *J.C.* nor any of them, their nor any of their Heirs nor Aſſigns, be not enforced to travel, except it be to the City of *L.* or to *Weſtm.* Hall within the County of *M.* for the making, doing or acknowledging of any ſuch ſaid Conveyance or Conveyances, Aſſurance or Aſſurances aforeſaid, Aſſure and Convey unto them the ſaid *J. E.* and *G.L.* and to the Heirs of the ſaid *J.* or to the Survivor & Survivors of them and the Heirs of the Survivor of them, All thoſe Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances heretofore purchaſed or had by the ſaid *W.G.* and *J.W.* of the ſaid *R.W.* and *T. W.* called *G.* ſituate, lying and being in *B.* in the Pariſh of *L.* in the ſaid County of *L.* commonly called or known by the name of *B.* and now or late in the Tenure or Occupation of *T.W.* Son and Heir apparent of the ſaid *R.W. R. T. L.C. H. H. R. F.* Sir *G.G.* late deceaſed, *J.A.* and *G.H.* their Aſſignee or Aſſigns, or the Aſſignee or Aſſigns of any of them being of the ancient yearly Rent of 8 *l.* or thereabouts, and likewiſe alſo all and ſingular Moors, Moſſes, Commons, Waſte-grounds, and other Profits and Commodities whatſoever to the ſaid Meſſuages, Lands, Tenenements, and other the ſaid laſt recited Premiſſes, or every or any of them belonging or appertaining, and with the ſame uſually and of right occupied, demiſed, or letten, or accepted, reputed, taken or known, as part, member or parcel thereof. *And* for the better declaration of the Uſe, Uſes, and purpoſe of ſuch ſaid Fine and Fines Recovery and Recoveries, and Feoffment or Feoffments ſo to be had, made, acknowledged or ſuffered of the ſaid Premiſſes as aforeſaid it is Covenanted, Granted and Agreed by and between all the ſaid parties to theſe preſents. And the ſaid *W. G. J. W.* and *J. C.* for themſelves and every of them, their and every of their Heirs, Executors, Adminiſtrators and Aſſigns, do condeſcend and agree to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and

Covenant to levy Fine, &c.

Declaration of uſes, &c.

Aſſigns, and to and with every of them by theſe preſents, and the true intent and meaning of the ſaid parties to theſe Preſents is, That the ſaid Fine and Fines, Recovery and Recoveries, Feoffment and Feoffments to be levied, acknowledged or made of the ſaid Premiſſes, or any part or parcel thereof, according to the effect, purport and meaning of the Covenant and Agreement aforeſaid: And alſo the Eſtate, Right, Title, Intereſt and Poſſeſſion of them the ſaid *J.E.* and *G.L.* and their Heirs, and of the Survivor and Survivors of them, and his and their, and every of their Heirs, of, in, and to the ſaid laſt recited Premiſſes ſo before covenanted to be aſſured by Fine, Recovery, or other Aſſurance as aforeſaid, and every part and parcel thereof ſhall be, *And alſo* that they the ſaid *J.E.* and *G.L.* and their Heirs, ſhall ſtand, continue and be ſeized of all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Appurtenances, and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, before, in and by theſe preſents, covenanted to be conveyed or aſſured by Fine, Recovery or Feoffment, unto them the ſaid *J.E.* and *G.L.* in manner & form aforeſaid, to the ſeveral uſes, intents, purpoſes, agreements, limitations, proviſoes and Conditions hereafter in theſe preſents expreſſed, mentioned and declared, and to no other uſe, intent or purpoſe. *That is to ſay*, of and in all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and all other the ſaid Premiſſes, with the Appurtenances before, in and by theſe preſents, covenanted or mentioned to be granted, conveyed or aſſured by Fine, Feoffment or Recovery as aforeſaid, to and for the only uſe and behoof of him the ſaid *J.C.* and of his Heirs & Aſſigns, for and during all ſuch only time and term, and ſo long as he the ſaid *R.B.* his Heirs and Aſſigns, ſhall or may lawfully, quietly & peaceably have, hold, occupy & enjoy all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions and Hereditaments, in and by the ſaid recited Indenture unto the ſaid *R.B.* bargained and ſold, or mentioned to be bargained and ſold as aforeſaid, without any lawful eviction, expulſion, ejection, or recovery of the ſaid *R.W.* and of the ſaid *T.W.* their or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming in, by, from or under them, or any of them, or by reaſon or means of any Act or Deed ſuffered, knowledged, done by them or any of them, or by their, or any of their means or procurement, or by *R.W.* late deceaſed, or by his means or procurement. *And* from and after ſuch eviction, expulſion, ejection, recovery or execution had of, or againſt the ſaid *R.B.* his Heirs or Aſſigns, or any of them, out of, or from the ſaid bargained or mentioned to be bargained Meſſuages, Lands, Tenements, Rents, Reverſions and Hereditaments, or any of them, without fraud or covin, That then, and from thenceforth the ſaid Fine & Fines, Recovery or Recoveries, Feoffment or Feoffments whatſoever, ſo before covenanted to be had, acknowledged, levied or made of the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services & Hereditaments, called or known by the name of *G.* aforeſaid, and of other the ſaid Premiſſes before, in and by theſe preſents covenanted to be conveyed or aſſured, by Fine, Recovery, Feoffment or Feoffments, as aforeſaid, in form aforeſaid, and the execution thereof ſhall be. *And alſo* that

To the uſe of the Conuſor and his Heirs, until other Lands by him formerly ſold, be evicted or recovered from the Bargainee.

And after the other Lands ſold by the Conuſor be evicted from the Bargainee, then to the uſe of the Bargainee and his Heirs for ever.

that they the said *J.E.* and *G.L.* and their Heirs, and the Survivor and Survivors of them, his and their Heirs shall stand and be seized of, and in all and singular the said Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments, called or known by the name of *C.* aforesaid, and of all other the said Premisses in and by these Presents covenanted to be conveyed or assured as aforesaid, and also all and every part and parcel thereof, to the only sole and proper use and behoof of him the said *R.B.* his Heirs and Assigns for ever, and to no other use, intent, purpose, or meaning in any wise. *And likewise* for the further Security of the said *R.B.* and for the better assurance as well of the said Messuages, Lands, Tenements and Hereditaments called *S.* and other the said recited Premisses, so bargained and sold as aforesaid, as also of the said Messuages, Lands, Tenements and Hereditaments called *G.* aforesaid; so before, in, & by these presents, covenanted to be conveyed and assured unto the said *R.B.* It is further covenanted, granted, & fully agreed by and between all the said parties to these presents, and the said *W.G.* for himself, his Heirs, Executors, Administrators, and Assigns, doth severally covenant and grant, to and with the said *R.B.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following, (*That is to say*) *First*, That they the said *W.G.* and *J.W.* or the one of them, notwithstanding any act done, or to be done by him the said *W.G.* the day of the ensealing and delivery of these Presents, all former Estates and Assurances heretofore made, sealed or delivered by them the said *W.G.* and *J.W.* unto the said *J.C.* or unto any other person or persons, to his use, or by his consent or direction, ever excepted and foreprized) are, and at the sealing and delivery of the said recited Indentures of Bargain and Sale, were (except before excepted) the very true and lawful Owner or Owners of all and singular the said Messuages, Lands, Tenements, and Premisses, with the Appurtenances called *S.* so formerly bargained and sold, or mentioned or intended to be bargained and sold, in and by the said recited Indenture of Bargain and Sale as aforesaid; & also of all and singular other the said Messuages, Lands, Tenements and Premisses, with the Appurtenances, set, lying and being in *B.* aforesaid, before, in and by these presents covenanted to be assured or conveyed in Use, by Fine or otherwise, as aforesaid, and of every part and parcel thereof. *And further also*, that he the said *W.G.* his Heirs and Assigns, and every of them, shall at all times from henceforth, and from time to time, acquit and discharge, or otherwise save and keep harmless as well the said *R.B.* as also all the said Messuages, Lands, Tenements and Hereditaments, called by the name of *S.* & also all the said Messuages, Lands, Tenements and Hereditaments called by the name of *G.* and all other the said Premisses before-mentioned, to be bargained or sold, or covenanted to be conveyed in use as aforesaid, with the Appurtenances, and every part and parcel thereof, of and from all former Bargains, Sales, Joyntures, Dowers, Titles of Dower, Statutes, Judgments, Recognizances, Executions, Rent-charges, Arrearages of Rents, Forfeitures, and all other Charges and Incumbrances whatsoever, had, made or done at any time before the sealing and delivery of these presents, by him the said *W.G.* or by any other per-

A Covenant, That W.G. *and* J.W. *or the one is lawful Owner of the Lands, to be conveyed by Fine, &c. and of Lands formerly sold by Bargain and Sale, &c.*

Covenant to discharge the Bargained and Lands of Incumbrances.

Exceptions of chief Rent and Leases.

ſon and perſons lawfully claiming from, by, or under him in any wiſe. The Rents and Services heretofore due, or hereafter to be due to the chief Lord or Lords of the Fee or Fees thereof, and all Leaſes for term of 21 years 3 lives, or under, heretofore made of the Premiſſes, or any part thereof before the day of the enſealing and delivery hereof, whereupon the old accuſtomed yearly Rents and Services are reſerved and yearly payable, during the continuance of ſuch Leaſe or Leaſes. **And alſo**, the ſaid recited Indenture of Bargain and Sale, ſo made of the ſaid Premiſſes, by the ſaid *W.G. J.W.* and *J.C.* unto the ſaid *R.B.* as aforeſaid, and all the Eſtates and Aſſurances heretofore by him the ſaid *W.G.* made, ſealed, or delivered unto the ſaid *J.C.* or to any other perſon or perſons to his uſe, or by his conſent or direction, or any thing done by the ſaid *C.* or his Aſſigns, by force or vertue of the ſaid Deed only excepted and foreprized. *And furthermore alſo*, That he the ſaid *W.G.* his Heirs and Aſſigns, and every of them, ſhall and will from time to time and at all times hereafter, during the ſpace & term of 3 years, now next enſuing the Day of the date hereof, do, make, acknowledge ſuffer and execute, or cauſe to be made, done, acknowledged, ſuffered and executed, all and every further and other Act and Acts, Thing and Things, Aſſurance and Conveyances whatſoever, as by the ſaid *R.B.* his heirs and Aſſigns; or his or their Council learned, ſhall be from time to time reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure-making of of all and ſingular the Premiſſes, *that is to ſay*, of all the ſaid Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances called *S.* unto the ſaid *R.B.* his Heirs and Aſſigns for ever, according to the effects and true meaning of the ſaid recited Indenture of Bargain and Sale: And alſo of all the ſaid Meſſuages, Lands, Tenements and Hereditam. with the Appurtenances in *B.* aforeſaid, to the ſaid *J.E.* and *G.L.* and their Heirs, or to the Survivor or Surviv. of them, & his or their Heirs, to and for the uſes, before in and by theſe preſents thereof limited, expreſſed and declared, be it by Fine, Feoffment, Common Recovery, Inrolment of the ſaid recited Indent. of Bargain and Sale aſore-mentioned, Releaſe with Warranty, againſt him the ſaid *W.G.* and his Heirs only (except before excepted) or otherwiſe, without Warranty, or by all the ſaid means or ways, or any of them, at the only coſts and charges of the ſaid *R.B.* his Heirs or Aſſigns; ſo that the ſaid *W.G.* be not compelled to travel from the place of his then abode, except it be to the City of *L.* at *Weſtm.* Hall, for the doing thereof. **And** in like manner the ſaid *J.W.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth ſeverally covenant and grant, to and with the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following, (*that is to ſay*) *Firſt*, That they the ſaid *J.W.* and *W.G.* or the one of them, notwithwanding any Act done or to be done by him the ſaid *J.W.* the day of, &c. [the like Covenant, that they are true Owners of the Lands, &c. *ut ſupra* (a) *mutatis mutandis*, &c. **And further** alſo, That the ſaid *J.W.* his Heirs and Aſſigns, &c. ſhall acquit and diſcharge, &c. the ſaid *R.B.* &c. *ut ſupra* (b) *mutatis mutandis*, &c.] **And further** alſo, That the ſaid *J.W.* his Heirs and Aſſigns, and every of them, ſhall and will from time to time, &c. do, make, acknowledge

Covenant for further Aſſurance.

(a) *A like Covenant that J.W. & W.G. are lawful owners of the Land*, ut ſupra.

(b) *A like Covenant to diſcharge the Lands of Incumbrances, &c.* ut ſupra.

ledge, ſuffer, &c. *mutatis mutandis*, &c. **And** *further alſo*, The ſaid *J.C.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid *R.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, &c. That he the ſaid *J.C.* &c. ſhall acquit, &c. the ſaid *R.B* and all the ſaid Meſſuages, &c. *ut ſupra*, of all Incumbrances, &c. *ut ſupra*, *mutatis mutandis*, the Rents and Services to the chief Lords, and in the Indenture of Bargain and Sale made of the Premiſſes by *W.G.* *J.W.* and *J.C.* to the ſaid *R.B.* as aforeſaid, only excepted and foreprized. *And further alſo*, That he the ſaid *J.C.* his Heirs, and Aſſigns, and every of them, &c. ſhall and will from time to time, &c. during the ſpace and term of 1. year now next enſuing the Day of the date hereof, do, make, acknowledge, &c. *ut ſupra*, *mutatis mutandis*. **And** the ſaid *J.C.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth further covenant and grant to and with the ſaid *R.B.* his Heirs, Executors, and Aſſigns, and every of them by theſe preſents, That he the ſaid *J.C.* his Heirs or Aſſigns, ſhall from time to time hereafter, within 2 Months next after lawful Demand, to him, them, or any of them, to be made by the ſaid *R.B.* his Heirs, Executors, or Aſſigns, deliver or cauſe to be delivered unto the ſaid *R.B.* his Heirs, Executors, or Aſſigns, or ſome of them in *G.* in the County of *M.* all ſuch Deeds, Evidences, Eſcripts, Writings and Mynuments, concerning all or any the ſaid Premiſſes before-mentioned, or any part or parcel thereof, which now are, or at any time of ſuch requeſt ſo to be made, ſhall be in the cuſtody or poſſeſſion of him the ſaid *J.C.* or in the cuſtody and poſſeſſion of any other perſon or perſons to his uſe; or which he the ſaid *J.C.* may lawfully come by, obtain or get, without Suit in Law. *And whereas* they the ſaid *R.W.* and *T.W.* Son and Heir apparent of the ſaid *R.* late Owners and Inheritors of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments aſore-mentioned, to have been bargained and ſold, and otherwiſe conveyed in uſe as aforeſaid, and from whom they the ſaid *W.G.* and *J.W.* have and do claim the ſame Premiſſes, as by the Conveyance thereof unto them made, more fully may appear, before the time of the making of ſuch ſaid Conveyance unto them, the ſaid *W.G.* and *J.W.* as aforeſaid, by their Recognizances or Writings Obligatory, in the nature of a Statute-Staple, bearing date the, &c. made according to the Statute provided for the recovery of Debts, taken, ſealed and acknowledged, before Sir *C.W.* late Lord Chief Juſtice of *England*, did become firmly holden and bounden, and yet do ſtand firmly holden and bounden unto one *W.S.* of *C.* in the County of *C.* Gent. in the Sum of 600 *l.* of lawful mony of *England*, payable unto him the ſaid *W.S.* his Executors Adminiſtrators or Aſſigns, at a certain Day or Feaſt in the ſaid Recognizance or Writing Obligatory mentioned, and long ſince expired, as by the ſaid Recognizance or Writing Obligatory thereof made, more plainly and at large it doth and may appear: Which Statute, Recognizance, or Writing Obligatory, is now remaining in the hands and cuſtody of the ſaid *J. C.* and who pretendeth to have the full and principal diſpoſition and ordering thereof. **Now** the ſaid *J.C.* for the better Indempnity and ſaving harmleſs of the ſaid *R.B.* his Heirs and Aſſigns, as alſo all the ſaid Meſſuages, Lands, Tenements,

Further Aſſurance, ut ſupra.

To diſcharge the Lands of Incumbrances, &c. ut ſupra.

Further Aſſurance.

To deliver the Evidences by a day certain.

If the Lands ſold be extended and delivered upon the Liberate, the Bargainor ſhall cauſe them to be aſſigned to ſuch as the Bargainee ſhall appoint during the Extent.

Tenements, Hereditaments, and Premiſſes, and every part and parcel thereof, and for and upon the Conſiderations aforeſaid, for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, grant, conclude, condeſcend and fully agree, to and with the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That if the ſaid Meſſuage, Lands, Tenements, Rents, Reverſions, Services and Hereditaments before-mentioned, to have been bargained and ſold, or otherwiſe before covenanted, to be conveyed in uſe as aforeſaid, or any of them, or any part or parcel thereof, at any time or times hereafter, ſhall be extended by force or vertue of the ſaid Recognizance, Writing Obligatory, or Statute-Staple aforementioned, for or towards the levying or ſatisfying of the ſaid Sum of 600 *l.* or any part or parcel of the ſame; That then from and after ſuch Extent had, and upon the *Liberate* ſued forth and executed, that he the ſaid *J.C.* ſhall upon the reaſonable requeſt, and at the coſts and charges of the ſaid *R.B.* his Executors or Aſſigns, cauſe and procure all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, and other the ſaid Premiſſes, with the Appurtenances, called by the name of *S.* which ſhall be ſo extended, and the *Liberate* thereupon had, to be aſſigned and aſſured to ſuch perſon or perſons, as ſhall be named or appointed by the ſaid *R.B.* his Executors, Adminiſtrators or Aſſigns, for and during all ſuch time and term as the ſaid Lands ſhall be ſo extended, or delivered in extent as aforeſaid: And ſhall further likewiſe cauſe and procure all and ſingular the ſaid other Meſſuages, Lands, Tenements and Hereditaments, and other the ſaid Premiſſes, with the Appurtenances in *B.* aforeſaid, to be likewiſe aſſigned & aſſured unto the ſaid *J.E.* and *G.L.* or to the Survivor or Survivors of them, their, or ſome of their Executors, Adminiſtrators or Aſſigns, for and during all ſuch time and term, and for all ſuch term as the ſame Lands, ſhall be ſo extended, or delivered in extent as aforeſaid, as Aſſignees in truſt and confidence, to ſuch uſe, intent and purpoſe, that the ſaid *J.C.* his Executors, Adminiſtrators and Aſſigns, ſhall and may receive, perceive, and take all the Iſſues, Profits and Commodities of the ſame, for and during, and ſo long as the ſame Extent ſhall endure; and ſo long as he the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and may lawfully, quietly and peaceably, without Fraud or Covin, have, hold, occupy, and enjoy the ſaid recited Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, called by the name of *S.* ſo formerly bargained and ſold, or mentioned to be bargained and ſold as aforeſaid, without any unlawful, covinous or fraudulent Eviction, Expulſion, or Ejection thereof, or of any part as aforeſaid; And thereof by and immediately after ſuch time, as he the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall be ſo lawfully, and without fraud and covin, evicted, expulſed, or put out of the ſaid Premiſſes called *S.* or any part or parcel thereof; That then and from thenceforth, they the ſaid *J.E.* and *G.L.* and their Executors and Adminiſtrators, and the Survivor of them, and the Executors of the Survivor of them, ſhall be and continue Aſſignees in Truſt, of and in all and ſingular the ſaid Meſſuages, Lands, and Premiſſes,

Premiſſes, called *G.* or *B.* ſo extended; to be extended to ſuch uſe and purpoſe, That he the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and may in like manner lawfully, quietly and peaceably have, hold, occupy and enjoy all the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, called by the name of *G.* in *B.* for and during all ſuch time and term, and for all ſuch term as the ſaid Lands ſhall be ſo extended, or delivered in Extent, as aforeſaid. **And** laſtly, *whereas* in part of aſſurance of all and ſingular the ſaid Premiſſes unto them the ſaid *W.G.* and *J.W.* and their Heirs, from them the ſaid *R. W.* and *T.W.* certain Indentures of Bargain and Sale, bearing date the 4th day of *M.* in the 32 year of his Majeſties ſaid Reign, were made by and between them the ſaid *R. W.* and *T.W.* of the one part, and the ſaid *W.G.* and *J. W.* of the other part; In and by which Indentures there be divers Warranties, Covenants, Grants, Articles, Clauſes, Matters, and Agreements contained; which upon the part and behalf of them the ſaid *R.W.* and *T.W.* and either of them joyntly and ſeverally, are and ought to be performed and kept. *Now* the ſaid *W.G.* and *J.W.* for the further ſecurity of the ſaid *R. B.* and alſo for and upon the Cauſes and Conſiderations aforeſaid, have granted, Aſſigned and ſet over, and by theſe preſents, for themſelves and either of them, their and either of their Heirs, Executors, Adminiſtrators and Aſſigns, do grant, aſſign, and ſet over unto the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, as well as the ſaid laſt recited Indentures of Bargain and Sale, made of all the ſaid Premiſſes, by the ſaid *R.W.* and *T. W.* unto the ſaid *W.G.* and *J.W.* as aforeſaid: As alſo all the ſaid Covenants in the ſaid laſt recited Indenture of Bargain and Sale mentioned and contained: And alſo all the profit, benefit, and effect of the ſame, and every of them, which now is due, or hereafter ſhall or may come, ariſe or grow by force, or upon all or any the ſaid Covenants, or by the non-performance of the ſame. **And** for the better ſtrengthning of the ſaid Grant ſo made of the ſaid Indentures, Covenants, Grants, Articles, Agreements and Premiſes, ſo contained in the ſaid Indentures, they the ſaid *W.G.* and *J.W.* for themſelves, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, have Conſtituted, Ordained, Deputed, and in their place put, and by theſe preſents do Conſtitute, Ordain, Depute, and in their place put him the ſaid *R.B.* their true, lawful and irrevocable Attorney. **And further alſo,** do Covenant, grant, promiſe and fully agree, ſeverally for themſelves, their ſeveral Heirs, Executors and Aſſigns, and not otherwiſe, to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That it ſhall and may be lawful to and for the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, Deputy or Deputies, Attorney or Attorneys, Aſſignee or Aſſignees, and every of them, at all or any time or times hereafter, and from time to time, at his and their free will and pleaſure, for and in the name of them, the ſaid *W. G.* and *J.W.* and the Survivor of them, his Executors, Adminiſtrators, and Aſſigns, and to the only uſe and behoof of him the ſaid *R. B.* his Heirs and

Aſſignments of Covenants by the Bargainor unto the Bargainee.

A Letter of Attorney to ſue the Covenantors.

and Aſſigns, and at the only proper Coſts and Charges of him the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, lawfully to Arreſt, Sue or Implead the ſaid *R.W.* and *T.W.* of either of them, their or either of their Heirs, Executors, or Adminiſtrators, and all and every perſon & perſons needfull and as the Law ſhall permit, and to commence, proſcute and follow any lawful Proceſs, Suit, Action, Plaint, or Plea in any Court or Courts whatſoever, & before any Judge or Judges whatſoever againſt them and every or any of them, for and upon the ſaid Indenture of Bargain and Sale ſo by the ſaid *R.* and *T.W.* unto the ſaid *W.G.* and *J.W.* ſo made as aforeſaid, and for or upon all or any the Covenants, Grants, Articles, Warranties, or Agreements thein contained; or for or upon any breach, or for the not performance of any Covenant or Agreement in the ſaid Indenture contained. *And further* likewiſe thereupon to declare and plead any Plea or Pleas, and to proceed unto, and joyn any Iſſue or Iſſues, and thereupon to pray Judgment and Judgments, and to ſue forth and take all lawful Execution and Executions, Extent and Extents whatſoever, for and in the name of them the ſaid *W.G.* and *J.W.* and of the Survivor of them, his and their Heirs, Executors, Adminiſtrators or Aſſigns, in as large, ample and beneficial manner and form as the Law will permit or ſuffer. *To avow the Suits, Proceſs, &c,* **And further alſo,** The ſaid *W.G.* for himſelf, his Heirs, Executors Adminiſtrators and Aſſigns, and every of them, doth Covenant, Grant condeſcend and fully agree to and with the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *W.G.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will from time to time, and at all and every time and times hereafter, at the requeſt and only Coſts and Charges of the ſaid *R.B.* his Heirs, Executort, Adminiſtrators and Aſſigns, Avow, juſtifie and maintain all and ſingular ſuch ſaid lawful Arreſts, Suits, Proceſs, Actions, Plaints, Pleas, Iſſue, Judgments, Executions and Extents, ſo to be had, made, commenced, proſecuted, followed, prayed, or taken as aforeſaid. *Not to Nonſuit or Releaſe, &c.* **And alſo,** That the ſaid *W.G.* his Heirs, Executors, Adminiſtrators and Aſſigns, nor any of them, ſhall not wittingly nor willingly be Nonſuit in any ſuch Action or Actions, Suit or Suits, Plea, Plaint or Proceſs, nor otherwiſe delay, Releaſe, determine, or diſcontinue, or otherwiſe make fruſtrate or void any ſuch Suit, Proceſs, Action, Plaint, Plea, Iſſue, Judgment, Execution or Extent whatſoever, or any the Proceſs or Proceedings before by theſe preſents intended or ſpecified, to be thereupon taken or purſued, nor otherwiſe ſhall not, nor will not, by any ways or means whatſoever diſagree unto, revoke, or countermand the ſame in any wiſe. *That the Aſſignee and his Heirs ſhall take all the benefits of the Covenants, &c. by ſuit, &c.* **And further** alſo, That he the ſaid *R.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them ſhall and may from time to time, and at all time and times hereafter levy, take, receive, have, hold, poſſeſs and enjoy to his and their ſole, only, and proper uſe and behoof, all and ſingular Sum and Sums of Mony, Lands, Tenements, Hereditaments, Goods, Chattels, Advantages, Profits and Commodities whatſoever, which at any time or times hereafter ſhall be lawfully had, levied, extended, adjudgd, recovered by any lawful way

or

or means whatsoever, by or upon the said Indenture of Bargain and Sale so made by the said *R.W.* and *T.W.* unto the said *W.G.* and *J.W.* as aforesaid, or by or upon any Covenant, Grant, Article, Warranty, Clause, Sentence, Matter, Agreement, or thing herein contained, or for or upon the breach or not performance of the same or any of them, or of any part or parcel thereof, or by or upon any other matter or thing in these presents contained; And which they the said *W.G.* and *J.W.* their Heirs, Executors, Administrators or Assigns, or any of them, shall, should, ought, might or may receive or take in Law or Equity. **And further also**, That the said *W.G.* his Heirs, Exec. Administrators and Assigns, shall at all times hereafter upon reasonable Request to him or them to be made by the said *R.B.* his Heirs, Executors, or Assigns, make, do, and suffer to be done, unto the said *R.B.* his Heirs, or Assigns, all such further Grants, Deeds and Warrants of Attorney irrevocable, and other Assurances in the Law, as by the said *R.B.* his Heirs, Executors, Administrators or Assigns, or any of their Council learned shall be reasonably devised for the further and better assuring, assigning, passing, and granting of the said Indenture, and the Covenants, Grants and Warranties therein contained, and of all such Sums of Mony, Lands, Tenements, Goods and Chattels of any person and persons whatsoever, and all other Profits and Commodities which shall be extended, recovered, taken or had in execution, or otherwise come, grow, or be, by or upon any such Suit, Judgment or Execution to be had or given, by or upon the said Covenants or Warranties aforementioned; So that the said *W.G.* his Heirs, Executors and Assigns, or any of them shall not be inforced for the doing thereof, to travel from the place of his then aboad. *And further also*, That he the said *R.B.* his Heirs, Executors, Administrators and Assigns, and every of them, shall and may have full power and lawful authority by virtue of these presents, in the Name or Names of the said *W.G.* his Heirs, Execut. or Assigns, or any of them, at their wills and pleasures to release, discharge, compound or agree with any person or persons to whom it shall appertain or be thought expedient or needful, of, for or concerning any such breach of Covenant or Warranty, or for or concerning any such Suit, Plea, Plaint, Judgment, Execution or extent, thereupon to be sued, had or taken; or for or concerning any Sum or Sums of Mony, Debt, Duty, Benefit, Execution, Extent, Advantage, Profits and Commodity whatsoever of the said Warranty, Covenants, on the breach thereof, and of every or any of them; and of, for or concerning any other the Premisses before by these presents lastly Covenanted, Promised, Agreed, Assigned, Set over, or authorized to be levied, taken, or raised thereupon in any wise. *And further also*, He the said *W.G.* for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, doth Covenant, grant, conclude, condescend, and fully agree, to and with the said *R.B.* his Heirs, Executors, Administrators, and Assigns, and to and with every of them by these presents, That the said Indenture of Bargain and Sale so made by the said *R.W.* and *T.W.* unto the said *W.G.* and *J.W.* as aforesaid, nor otherwise all nor any the Warranties, Covenants, Grants, Articles and Agreements therein contained or mentioned at the time of the ensealing and delivery hereof, are not nor is not by him the

To make further Assurance, &c.

That the Assignee may Release &c. any breach of Covenant, Suit, &c.

That the Indenture and Covenants, &c. Assigned, are not released or discharged by the Assignor, &c.

the said *W.G.* nor by any other, by his consent or to his knowledge, released, discharged or made void. And further also, That he the said *W.G.* his Heirs, Executors, Administrators, or Assigns, nor any of them, shall not at any time or times hereafter release, discharge or make void the said Indentures of Bargain and Sale so made by the said *R.W.* and *T.W.* unto them the said *W.G.* & *J.W.* as aforesaid, nor otherwise any of the Covenants, Grants, Articles or Agreements therein contained, which upon the part or behalf of them the said *R.W.* and *T.W.* or either of them, were or are to be performed, nor any the Vigor or Effect of the same, or any benefits, profits, or commodities which shall or may come, arise or grow by force or upon the same, except he be thereunto required by the said *R.B.* his Heirs, Executors, Administrators or Assigns, or otherwise compelled by the Order of some Court of Equity. *Neither* that any person or persons by the Assent, Assignment or Consent of him the said *W.G.* his Executors, Administrators or Assigns, other than the said *R.B.* his Heirs, Executors, Administrators or Assigns, or his or their Assignee or Assignees, Deputy or Deputies authorized, shall commence or prosecute any Action or Actions, Suit or Suits, Plea or Plaint, or attempt, take or use any course or remedy for, by or upon the said Indenture of Bargain and Sale, or any the Covenants, Grants, Articles, or Agreements therein contained against them the said *R.W.* and *T.W.* or either of them, their or either of their Heirs or Assigns, or their or either of their Goods, Chattels, Lands, Tenemenes or Hereditaments, or any other person or persons claiming or holding in, by or under the Right and Title of them or either of them; nor otherwise shall have, enjoy, take, challenge or demand to his or their own use and benefit, debt, or profit of, for, touching or concerning the said Warranties, Covenants, Grants, Articles or Agreements, or any of them, nor any benefit, profit or commodity which shall or may come, arise or grow by force or upon the same without the special License, Agreement, Consent or Appointment of the said *R.B.* his Heirs, Executors, Administrators or Assigns, or some of them. And in like manner the said *J.W.* for himself, &c. doth covenant, grant, conclude, condescend, and fully agree to and with the said *R.B.* his Heirs, &c. (*viz.*) the like Covenants from to upon the part of *J.W. mutatis mutandis*. Provided always, And the said *R.B.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, grant, conclude, condescend and fully agree to and with them the said *W.G.* and *J.W.* their Heirs, Exec. Administrators and Assigns, and to and with every of them by these presents, That he the said *R.B.* his Heirs, Executors, Administrators and Assigns, and every of them, shall and will from time to time, and at all and every time and times hereafter exonerate, indemnifie, save and keep harmless as well them the said *W.G.* and *J.W.* as also all their and every of their Lands, Tenements, Goods and Chattels, of and from all and all manner of Suits, Charges, Costs, Fines, Amerciaments, Judgments, Executions, Damages and Losses, whatsoever, which they the said *W.G.* and *J.W.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them shall be put unto, or which shall be imposed, taxed, charged or had against them or any of them, by, upon, by reason, or in respect of any such

That the Assignor shall not Release, &c. the Covenants, &c.

That none shall sue the Covenants, &c. but only the Assignee his Heirs, Executors, &c.

Covenant, That the Grantee shall acquit the Grantors of all Charges, &c. hereafter to be Commenced, &c.

such Arrest, Suit, Plea, Process, Proceeding, Judgment, Extent, or Execution so to be had, attempted, commenced, prosecuted or followed by him the said *R.B.* his Heirs, Executors, Administrators or Assigns, or any of them, or by their or any of their Deputy or Deputies, Attorney or Attorneys, lawfully authorized for or in the name or names of them the said *W.G.* and *J.W.* their Heirs, Executors, Administrators or Assigns, or any of them in any wise. In witness, &c.

Hesketh, Davenport.

A Covenant for Conveyance of Lands by Lease, Surrender, Copy of Court-Roll or otherwise.

AND the said *T.C.* and *J.C.* do Covenant and Grant, and either of them for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant, to and with the said *G.H.* his Executors and Administrators by these Presents, That the said *T.C.* and *J.C.* and their Heirs, shall and will at the reasonable request of the said *G.H.* his Executors or Assigns, on this side or before the Feast-day of St. *J.* next coming after the date hereof, sufficiently Convey and Assure by Indenture of Lease, Surrender, Copy or Court-Roll, or otherwise, as shall be reasonably and lawfully devised, advised, or required by the said *G.H.* his Executors, Administrat. or Assigns, or by his or their learned Council in the Law, or any of them, All those their, or either of their Messuages, Cottages, Lands, Tenements, Feeding-Pastures and Hereditaments whatsoever, with their Appurtenances, situate, lying and being in *S.* in the County of *L.* or elsewhere within the Parish of *P.* in the said County, with all Heriots, Suits, Services, Profits, Commodities, Rents, Duties and Emoluments whatsoever thereunto belonging or appertaining, *To have and to hold* the said Messuages, Lands, Tenements, Hereditaments, and all other the Premisses with their Appurtenances unto the said *G.H.* his Executors and Assigns, from the said Feast-day of St. *J.* next ensuing the date hereof, unto the full end and term of 21 years, from thence next ensuing and fully to be compleat and ended, without any Rent or Consideration therefore to be yielded or paid during the said Term; the Rents, Services and Customs to be due to the Kings Majesty, his Heirs and Successors for the Premisses, only excepted.

Covenant to Surrender as Council shall devise.

Habend.

A Covenant to levy a Fine.

THis Indenture made, &c. Between *T. A.* of *H.* in the Parish of *L.* in the County of *M.* Esq; of the one part; and *J. H.* of *C.* Esq; of the other part, **Witnesseth**, That it is covenanted, granted, condescended and agreed unto and between the said parties to these presents, *And* the said *T. A.* for him his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant and agree, to and with the said *J. H.* his Executors, Administrators & Assigns, and to and with every of them by these presents, That he the said *T. A.* shall and will before the last day of *N.* now next ensuing the Date hereof, before his Majesties Justices of the Court of Common Pleas at *Westm.* in due form of Law acknowledge and levy to the said *J. H.* and his Heirs, one Fine *Sur Conusance de droit come ceo qui il ad de son done*, with Proclamations according to the form of the Statute in that case provided, of all that Messuage, Tenement or House called or known by the name of *B.* and 2 Orchards near adjoyning to the said house lying and being in a Street called *M.* in the Parish of *N.* in the County of *K.* And of one Close or parcel of Land, containing by estimation 2 Acres be the same more or less, lying in *N.* aforesaid: And also 2 Fields or parcels of Arable Land lying and being in the Parish of *N.* and *V.* or one of them in the said County of *K.* commonly called or known by the name or names of *G.* Fields, containing by estimation 36 Acres be the same more or less. And also of one piece or parcel of Wood-ground, containing by estimation 10 Acres of Wood, called *W.* in the Parish of *H.* in the said County of *K.* by such apt names, quantity, content, and number of Acres, and in such sort, manner and form, as by the said *J. H.* or his Council learned in the Law, shall be reasonably devised, advised and required. And it is Covenanted, concluded, condescended, and fully agreed by and between the said parties to these presents, and their Heirs, That the said Fine so as is aforesaid, or in any other sort to be levied; and all and every other Fine and Fines had or levied, or to be had or levied by the said *T. A.* of the Messuages, Lands, Tenements, Hereditaments, and Premisses, or any of them, shall be and enure, and shall be deemed, adjudged and taken to be and enure: And are hereby declared to be and enure to the proper use and behoof of the said *J. H.* and his Assigns, for and during the term of his natural life, without Impeachment of Wast other than in Houses, and from and after his decease, then to the use and behoof of *S. H.* his Wife for her life; and after the decease of them the said *J. H.* and *S. H.* Wife, to the only proper use and behoof of the right Heirs of him the said *J. H.* for ever, and to no other use, intent or purpose whatsoever. *In Witness*, &c.

Covenant to levy a Fine Sur Cognizance de droit, &c.

uses.

Covenants.

Covenants, That if any part of the Demiſe be lawfully evicted, that then Recompence to be made to him that oweth it.

AND, That if at any time or times hereafter any perſon or perſons, Body or Bodies Politick or Corporate, ſhall lawfully by Suit in Law, wherein lawful Defence ſhall be made, recover, and evict the ſaid Cloſe of Arable or Paſture ground lying near the ſaid Common ground or any part thereof, or any Rent-Charge, Rent-Seck, Fee, Annuity or Arrearages thereof, or other Charge going, or to be going or iſſuable out of the ſame, or any part thereof from and againſt the ſaid *W.L.* his Heirs or Aſſigns, for or by reaſon of any former Grant, Right, Title or Conveyance whatſoever had, made, moved or granted before the enſealing and delivery hereof (The Rents and Services according to the Rate of that particular from henceforth to be due to the Chief Lord or Lords of the Fee thereof only excepted and foreprized;) or if the ſaid Cloſe being near the ſaid Ground or any part thereof, ſhall at any time hereafter be lawfully extended, put in Execution, charged or incumbred for or by reaſon of any former Bond, Statute-Merchant, Statute-Staple, Recognizance, or other Conveyance or Act heretofore, had, made, ſuffered or knowledged; That then the ſaid *E.C.* his Heirs, Executors, or Adminiſtrators, or one or ſome of them, ſhall within 3 Months next after notice and reaſonable Requeſt thereof to be made or given to the ſaid *E.C.* his Heirs, Executors, or Adminiſtrators, at his or their or any of their dwelling houſe or houſes, to recompence, ſatisfie and pay or cauſe to be, &c. at the ſame houſe and houſes the ſame *W.L.* his Heirs or Aſſigns, or ſuch of them as ſhall ſo loſe the ſame or any part thereof, or ſuſtain any Loſs, Damage or Hinderance, by reaſon of any ſuch Recovery, Eviction, Rent-Charge, imcumbrance or Execution, as aforeſaid, all ſuch Sum and Sums of Mony as ſhall and will amount to a full Recompence, Amends, and Satisfaction of the ſaid *W.L.* his Heirs or Aſſigns, as well for all the ſaid Cloſe, or any ſuch part thereof, that ſhall be ſo recovered and evicted, and for all the ſaid Rent-Charge, Rent-Seck, Fees, Annuities, Arrearages thereof, and other Charges iſſuable or going out of the ſame Cloſe or any part thereof as is aforeſaid, as alſo of and from all Loſſes, Damages, Ordinances, Coſts, Charges and Expences which ſhall be reaſonably ſuſtained, paid, diſburſed, recovered out, or laid out by reaſon thereof in any manner or wiſe without Fraud, Deceipt, Covin or Colluſion. In Witneſs, &c.

Covenant for payment of Satisfaction to the Leſſee upon recovery of the premiſſes or any part thereof from him.

COVENANTS.

Covenants *for the ſtaying of a Suit upon an Obligation with Proviſo, That it ſhall not be hurtful to the Obligation.*

THis Indenture made, &c. Between *J.H.* Citizen and Gent. of *L.* on the one part, and *G.D.* of, &c. on the other part, Witneſſeth, That whereas *T.O. J.B.* of, &c. and the above-named *G.D.* by one Obligation, bearing date, &c. ſtand joyntly and ſeverally bounden unto the ſaid *J.H.* in the Sum of 20 *l.* of, &c. with a certain Condition thereupon endorſed, as by the ſame appeareth. Now therefore it is covenanted, granted, and agreed between the ſaid parties by theſe preſents, And the ſaid *J.H.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *G.D.* and *J.B.* their Executors and Adminiſtrators by theſe preſents, that he the ſaid *J.H.* his Executors, Adminiſtrator, nor Aſſigns, nor any other or others, by his or their Aſſent, Conſent, Means, Privity or Procurement, wittingly or willingly, ſhall, or will do at any time hereafter, arreſt, moleſt, or trouble the ſaid *G.D.* and *J.B.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, or any of them, upon, for or by reaſon of the ſaid Obligation and Sum of 20 *l.* therein contained, or any part or parcel thereof, nor ſue, nor take forth any Proceſſes or Execution upon or by reaſon of the ſame Obligation againſt the ſaid *G.D.* and *J.B.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or any of them; nor ſhall at any time hereafter by any colour or means whatſoever levy the ſaid Debt or any part thereof, of or upon the Lands, Tenements, Goods, or Chattels of the ſaid *G.D.* and *J.B.* or either of them, their Heirs, Executors, or Adminiſtrators, or any of them; But ſhall ſuſpend and ſtay for doing any ſuch kind of Act, Thing, or Matter againſt them or either of them, their or either of their Heirs, Executors, or Adminiſtrators, or any of them, or againſt the Lands, Tenements, Goods, or Chattels of them, or any of them, or any part thereof. Provided always, That the aforeſaid Covenant or any thing herein contained, ſhall not be prejudicial to make fruſtrate the ſaid Obligation nor Specialty; But that the ſaid *J.H.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may be at his or their Liberty to ſue, levy, or recover the Benefit or Sum of Mony therein contained againſt the ſaid *T.O.* his Heirs, Executors, or Adminiſtrators, at his and their Will and Pleaſures, as though theſe preſents had not been made, any thing, &c. In Witneſs, &c.

Recital of the Obligation.

Not to moleſt by reaſon of the ſaid Obligation.

Proviſo, not to make fruſtrate the ſaid Obligation.

An

An Indenture of Covenants between an Under-Sheriff and his Deputy.

THis Indenture, made the 10th day of *M.* in the 24th year of the Reign of our Sovereign Lord *C.* 1. by the Grace of God of *England, Scotland, France* and *Ireland* King, Defender, &c. Between *J.C.* of St. *A.* in the County of, &c. now Under-Sheriff, unto *T.V.* and *C.B.* Aldermen of *L.* and Sheriff of the said County of &c. of the one part; And *H.C.* of the Parish of &c. and *W.P.* in the County of &c. Gent. of the other part, *Witnesseth*; That *whereas* the said *J.C.* at the special instance and request of the said *H.C.* and *W.P.* hath admitted him the said *H.C.* to be one of the Clerks of him the said *J.C.* in the said Office of Under-Sheriff of the said County of &c. *Now* the said *H.C.* and *W.P.* for themselves and every of them severally, and for their and every of their several Heirs, Executors, & Administrators, do covenant, promise and grant to and with the said *J.C.* his Executors & Administrators by these Presents, That the said *H.C.* from time to time, and at all times (for and during all the time that the said *H.C.* shall continue in the said Office of Under-Sheriff to the said Sheriff) shall diligently in his own person serve and attend the said *J.C.* in the Business and Imployments of the said Office, and shall make lawful and sufficient Warrants upon all Writs, Precepts and Process which shall come to his hands, and to and upon all such Writs, Precepts and Process shall make lawful and sufficient Retorn and Retorns; And shall as a Clerk, honestly and truly bear and demean himself in the said Office, and well, lawfully, and sufficiently do and perform all other the businesses incident and appertaining to the said Office of Under-Sheriff of the said County of &c. And shall not willingly comit, do, or suffer to be done any thing which shall or may be prejudicial, or shall tend to the damage or disadvantage of the said *J.C.* or the said Sheriff of &c. or of any of their Executors or Administrators, Nor shall make any Warrant directed to any special Bayliff upon any Writ or Process, but by the special direction of the said *J.C.* in Writing under his hand. *And also*, That he the said *H.C.* shall from time to time and at all times hereafter upon demand make a true and just account and payment to the said *J.C.* his Executors, and Administrators, of all Fees, Duties, and Sums of Mony which he the said *H.C.* shall receive or ought to receive, or which shall come to his hands, which shall be due or accruing to the Sheriff of the said County of &c. or to the said *J.C.* and likewise of all Moneys and other things due to the Kings Majesty, his Heirs or Successors which shall come to the hands of the said *H.C.* by any means whatsoever. *In Witness* whereof, the parties above said to these present Indentures Interchangeably have set their hands.

Diligent Service in his own person.

To Account.

Articles indented for the Relinquiſhment of a part of an Executorſhip.

ARticles of Agreement indented, fully agreed and concluded upon 16*th* day of *S.* 1652. *Et Anno Regni*, &c. between *A.B.* one of the Executors of the laſt Will and Teſtament of *C.D.* late of &c. deceaſed of the one part, and *L.M.* of *C.* one other Executor of the ſame laſt Will and Teſtament on the other part, as followeth, *viz.*

That A.B. *ſhall not intermeddle with the Execution of the ſaid will.*

That A.B. *ſhall not compound or diſcharge any Sum without the conſent of* L.M. *the other Executor to permit* L.M. *to ſue and recover, nor for the ſaid* A.B. *his Executors, &c. to bar or hinder the obtainment of the Premiſſes.*

IN primis, it is agreed by and between the ſaid Parties to theſe Preſents, That the ſaid *A.B.* his Executors or Adminiſtrators, ſhall not any further intermeddle in the Execution of the aforeſaid Will. But permit and ſuffer the ſaid *L.M.* his Executors and Adminiſtrators to exerciſe the ſame. Item, That the ſaid *A.B*, his Executors or Adminiſtrators, ſhall not receive, compound for, or diſcharge any of the Debts, ſum or ſums of Mony, Goods or Chattels belonging to the Teſtator without the conſent of the ſaid *L.M.* his Executors or Adminiſtrators; but permit and ſuffer the ſaid *L.M.* his Executors or Adminiſtrators, and every of them, to ſue for, recover, demand and receive, have, take, recover and enjoy the ſame without any Let, Trouble, Hinderance, or Interruption of, or by the ſaid *A.B.* his Executors or Adminiſtrators, or any of them. Item, That the ſaid *A.B.* his Executors and Adminiſtrators, ſhall avow and juſtifie, ſo far as lawfully they may, all ſuch Action, and ſuch as ſhall be lawfully attempted and proſecuted for the recovery of the Premiſſes, or any part thereof. *And*, that he the ſaid *A.B.* his Executors or Adminiſtrators, nor any of them, ſhall not willingly or wittingly do any Act or Thing to barr or hinder the ſaid *L.M.* his Executors or Adminiſtrators in the having or recovering, or obtaining of the Premiſſes, or any part thereof. Item, That he the ſaid *A.B.* his Executors, Adminiſtrators, or any of them ſhall not Claim or Demand any other greater Portion, Legacy or Benefit of, and in the Goods, Mony, Chattels, Rights or Debts of the Teſtators (other than is hereafter in theſe preſents mentioned) by reaſon of the laſt Will and Teſtament aforeſaid, or the Execution thereof, or any Legacy or thing contained, or otherwiſe. Item, further, That he the ſaid *A.B.* his Executors, Adminiſtrators, or any of them, ſhall and will at all times hereafter, and from time to time (when, & as often, as he or they, or any of them, ſhall be reaſonably required) do, make, knowledge and execute, and ſuffer to be done, made, knowledged & executed (at the Coſts and Charges of the ſaid *L.M.* his Executors or Adminiſtrators) all, and every ſuch lawful and reaſonable Act or Acts, Thing or Things, Device or Devices whatſoever, for the further and better aſſuring, recovering and obtaining of the Premiſſes, and every, or any part thereof to the ſaid *L.M.* his Executors or Adminiſtrators, as by him the ſaid *L.M.* his Executors

A.B. to make any further Act for recovering and obtaining the Premiſſes.

Executors, Administrators, shall be reasonably devised and required. **In Consideration** whereof, it is agreed between the said parties, That the said *L.M.* his Executors, Administrators, or Assigns, shall well and truly pay, or cause to be paid to the said *A.B.* his Executors, and Assigns the Sum of 100 *l.* of, &c. on the 10*th* day of &c. and at, or in the, &c. without Fraud or Covin. **Item also**, That he the said *L.M.* his Executors, and Administrators, shall and will, at all, and every time and times hereafter discharge, or upon reasonable request made, sufficiently save and keep harmless the said *A.B.* his Executors, and Administrators, and every of them, and his and their Lands, Tenements, Goods and Chattels, and every part thereof, as well of, and for all Debts and Sums of Mony, due or owing by the said Testator at the time of his decease, and all Legacies given and bequeathed by the said Testator, in, and by his said last Will and Testament, and of, and for all Losses, Damages and Charges, which at any time hereafter shall or may arise, happen and grow unto the said *A.B.* his Executors, or Administrators, or any of them, by reason of any Cause, Matter, or Thing whatsoever touching, or in any wise concerning the Executorship or Execution of the last Will and Testament aforesaid. *As also*, of, and for all Fines, Amerciaments or Charges, which shall in any wise happen to come unto, or against the said *A.B.* his Executors, or Administrators, by reason of any Action or Actions, Suit or Suits that shall be had or prosecuted for the recovery or obtaining of the Premisses, or any part thereof. All and singular which Covenants and Agreements, before expressed (so far as to the parts of the said *A.B.* his Executors, or Administrators, by the true meaning of these Presents shall belong) he, the said *A.B.* doth Covenant, promise and grant for him, his Executors, and Administrators, to and with the said *L.M.* his Executors and Administrators, by these presents well and truly to observe, perform, and keep in all thing or things, according to the Tenor of these Presents. *And* so far as to the part of the said *L.M.* his Executors, or Administrators, by the true meaning of these presents shall belong; He, the said *L.M.* doth covenant, promise and grant for himself, his Executors or Administrators, to, and with the said *A.B.* his Executors, & Administrators, by these Presents well and truly to perform, fulfil and keep in all thing or things, according to the Tenor of these Presents. **In Witness whereof**, the said Parties to these present Articles of Agreement indented, interchangeably have set their Hands and Seals, *Even the Day and Year first above written.*

L.M his Executors, &c. in consideration thereof to pay A.B. 100 l. and to save him the said A.B. harmless, &c. of all Sums due by the Testator in and by the said will, and of all Losses and Charges which may arise touching the Executorship by reason of any Action or Suit, so far as in part of the said A.B. his Executors, &c.

Mutual Covenants of performance on either part.

An Indenture of Covenants for a Tapſter.

THis Indenture, made, &c. between *H.W.* Citizen and *J.* of *L.* on the one part, and *W.G.* of *L.* Yeo. on the other part, *Witneſſeth*, That the ſaid *H.W.* for divers good Cauſes and Conſiderations hereafter expreſſed, hath, the day of the Date hereof, accepted & entertained, and taken the ſaid *W.G.* as his Tapſter, to draw, utter, ſell, and put to Sale all ſuch Beer, Ale and Bread, as ſhall be uttered & ſold within the now dwelling houſes of the ſaid *H.W.* ſituate, and being in the Pariſh of St. *B.* in *L.* commonly called or known by the Name or Sign of *K.* and which ſhall be uttered thereout, and fetched therefrom, *viz.* For the term of one whole Year, to commence and begin from the day of the Date hereof. *In conſideration* whereof, the ſaid *W.G.* doth hereby for him his Executors & Adminiſtrators, Covenant and Grant, to, and with the ſaid *H.W.* his Executors and Aſſigns, by theſe preſents, in manner & form following (that is to ſay) That he the ſaid *W.G.* his Executors and Aſſigns, ſhall or will pay, or cauſe to be paid unto the ſaid *H.W.* his Executors & Aſſigns, theſe ſeveral Sums of Mony enſuing (that is to ſay) For every Barrel of the ſaid Beer as ſhall be uttered & ſold as aboveſaid 13 *s.* 6 *d.* and for every Barrel of Ale as ſhall be uttered 13 *s.* and for every dozen of Bread as ſhall be ſold as aforeſaid, and the accounting 13 Loaves to the dozen, and ſo after the ſame Rate for every greater or leſſer quantity. *And* that he the ſaid *W.G.* his Executors or Aſſigns, ſhall or will, at, upon, or before the end of every Fortnight, during the ſpace of one Year, make a true and juſt Reckoning, Accompt, and Satisfaction unto him the ſaid *H.W.* his Executors or Aſſigns, of, and for ſuch, and ſo much Mony as ſhall upon every of their Accompts appear to be due and payable unto him, for and in reſpect of the Premiſſes, according to the Rates aforeſaid. *And* for the better ſatisfaction of ſuch Mony as ſhall grow due to the ſaid *H.W.* his Executors or Aſſigns, for, or concerning the Premiſſes, he the ſaid *W.G.* at, or before the enſealing thereof, hath paid and delivered to the ſaid *H.W. in depoſito*, to remain during the term as aforeſaid, in the Hands of the ſaid *H.W.* the ſum of 6*l.* of lawful Mony of *England*; The Receipt whereof, the ſaid *H.W.* acknowledgeth accordingly. *And* the ſaid *H.W.* for him his Executors, or Adminiſtrators, or Aſſigns, doth Covenant and Grant, to, and with the ſaid *W.G.* his Executors and Aſſigns, well and truly to find and allow unto him, the ſaid *W.G.* or his Aſſigns (which ſhall be employed, in his abſence in the Premiſſes) ſufficient Meat, Drink, and Lodging, during the ſaid term of one Year. That further, the ſaid *H.W.* his Executors or Aſſigns, ſhall and will, at the end of the ſaid Term, or within two days then next enſuing, anſwer or repay unto the ſaid *W.G.* his Executors or Aſſigns, at, or in the ſaid Houſe or Inn, the ſaid ſum of 6 *l.* left *in depoſito* as aforeſaid, or ſo much thereof, as ſhall upon Accompt to be made by and between the ſaid Parties to theſe preſent Indentures appear

Conſiderations and Grant.

Covenant for payment of 13 s. 6 d per Barrel as ſhall be uttered.

6 l. depoſited for better ſatisfaction of W.G. with allowance of Meat, and Drink and Lodging.

pear to be due to the ſaid *W.G.* his Executors or Aſſigns, for or in reſpect of the Premiſſes, according to the Rates aforeſaid. *Provided always* nevertheleſs, and it is covenanted, conditioned, and agreed by and between the ſaid *H.W.* and *W.G.* and for them, their Executors and Adminiſtrators, that if they or either of them, ſhall at any time or times during the ſpace aforeſaid, miſlike of each other in their dealings, concerning the Premiſſes, That then upon one Months warning by each of them, both the ſaid parties ſhall and will make a true and juſt Reckoning to and with the other of them. *And* if it ſhall ſo be, the ſaid *W.G.* have not ſo much Mony in his hands of the ſaid *H.* as ſhall ſatisfie the Sum of 6 *l.* ſo left *in depoſito*, as aforeſaid, that then the ſaid *H.W.* his Executors or Aſſigns, ſhall and will ſatisfie and pay unto the ſaid *W.* his Executors or Aſſigns, ſo much of the ſaid 6 *l.* as upon their Accompts ſhall juſtly appear to be due to the ſaid *W.* at the end of that Month after warning given. **And alſo**, if it ſo be, that the ſaid *W.* have more Mony in his hands, for and in reſpect of the Premiſſes, as ſhall amount to above the ſaid Sum of 6 *l.* Then the ſaid *W.* for him, his Executors and Adminiſtrators doth covenant and promiſe to ſatisfie and pay ſuch overplus of Mony to the ſaid *H.* his Executors or Aſſigns, at the end of the Month, as warning ſhall be given, as upon ſuch their Accompts ſhall appear to be due, any thing aboveſaid to the contrary notwithſtanding. **In Witneſs** whereof, the ſaid parties to theſe Preſent Indentures, interchangeably have Subſcribed and Sealed. *Dated the day and year firſt above written.* *Proviſo.*

An Indenture for the bringing up, and Education of a Child.

This Indenture made, &c. Between *W.G.* of, &c. on the one part, and *E.C.* on the other part, **Witneſſeth**, That *whereas E.C.* the day of the date of theſe preſents. (In Conſideration of the performance of Covenants and Charges here under-written, to be born, obſerved and done by the ſaid *W.S.* his Executors, Adminiſtrators, or Aſſigns, in form here under appointed) hath given, paid and delivered to the ſaid *W.* the Sum of 20 *l.* of &c. which 20 *l.* the ſaid *W.S.* acknowledgeth himſelf to have received of the ſaid *E.C.* to the intent afore rehearſed, *For and in Conſideration* of which ſaid Sum of 20 *l.* the ſaid *W.G.* is contented, *And* for him, his Executors and Adminiſtrators, covenanteth and granteth to and with the ſaid *E.C.* his Executors and Adminiſtrators, by theſe preſents, in manner & form following, that is to ſay; That he the ſaid *W.* his Executors, and Adminiſtrators, ſhall well, honeſtly and vertuouſly Educate, nouriſh and bring up *T.S.* lately in the Cuſtody of *A C.* Wid. being now of the Age of 9 years or more, and at this preſent, to the Tuition, Order and Governance of the ſame *W.* by the ſaid *E.C.* and *A.* in ſuch godly and honeſt Exerciſe, as ſhall become a Child of his Age, during, and by the full term and ſpace of 6 years, and ſhall at the proper Coſts and Charges of the ſaid *W.G.* his Executors or Aſſigns, give *Conſideration.* *Covenant for Education.*

give and provide, and find to the ſaid *T.S.* during the ſpace aforeſaid, meat and drink, competent & ſufficient; & Cloathing, as Linnen, Woollen, Hoſe, Shooes, Bedding, Waſhing and Wringing, and all other things meet and neceſſary for his Degree. *And* alſo ſhall teach, inform and inſtruct the ſaid *T.S.* during, and by the ſpace aforeſaid, in reading, Writing, & caſting Accompts well and perfectly, ſo as he may be able to be bounden Apprentice for his better advancement (if his Capacity to learn ſhall thereunto extend:) And the ſaid *T.S.* ſo well and perfectly taught in the points of Learning aforeſaid, at the end of the ſaid 6 years, ſhall cauſe to be bound Apprentice in the ſaid City of *L.* (if he ſhall thereunto live, and thereunto condeſcend and agree) with ſome Freeman of good Science, Trade or Occupation, and of honeſt Fame, Name and Eſtimation, for a ſufficient number of years, according to the Laws and Cuſtoms of the ſaid City, by the Aſſent and Council of the ſaid *E C.* his Executors or Adminiſtrators, if the ſame *E.C.* his Executors, and Adminiſtrators, upon warning given, will willingly help thereunto; or elſe ſuch willingneſs of the ſaid *E.C.* his Executors or Adminiſtrators wanting or failing, then by the only diſcretion of the ſaid *W.G.* his Executors or Adminiſtrators. **Provided allways**, and the ſaid *E.C.* is nevertheleſs contented and agreed, and for him and his Executors and Adminiſtrators, covenanteth and agreeth by theſe preſents, That if the Capacity and diligence of the ſaid *T.* ſhall in ſhorter ſpace, than the ſaid 6 years have attained to a good perfection in all the points of Learning, as aforeſaid; and thereupon knowledge given to the ſaid *E.* his Executors & Adminiſtrators, That then he the ſaid *E.* his Executors and Adminiſtrators, ſhall effectually endeavour him or themſelves with the ſaid *W.G.* his Executors or Aſſigns, in placing and binding the ſaid *T.* Apprentice in manner and form appointed, whereby the ſaid *W.* his Executors and Adminiſtrators, may be of the ſaid Education and Nutriture of the ſaid *T.* clearly acquitted and diſcharged. **Provided alſo**, That if the ſaid *T.S.* fortune to depart out of this preſent life, before the end of the ſaid 6 years, or to run away from the ſaid *W.* his Executors or Adminiſtrators, without good occaſion miniſtred by the ſaid *W.* his Executors or Adminiſtrators, and be not brought again unto him or them, within the ſaid ſpace or term of 6 years, that then and from thenceforth theſe preſent Indentures or Covenants ſhall be utterly void and of none effect: And that then the ſame *W.* his Executors or Aſſigns, ſhall have, retain and keep the ſaid 20 *l.* to his or their own uſe, as well as if this preſent Indenture, and every Covenant therein contained, had been fulfilled accordingly: **And alſo** the ſaid *G.C.* for him, his Executors and Aſſigns, covenanteth and granteth to and with the ſaid *W.G.* his Executors and Adminiſtrators by theſe preſents, That if the ſame *W.* his Executors and Adminiſtrators, do well and truly obſerve, keep, perform and fulfil all and ſingular the Covenants, Grants, Charges, Articles and Agreemens above ſpecified, on his or their parts to be obſerved, kept and performed in manner and form aboveſaid, that then one Obligation bearing date, &c. wherein, &c. to the ſaid *E.* &c. in the Sum of, &c. ſhall be utterly void, and of none effect, or elſe it to ſtand, &c. **In Witneſs**, &c.

For teaching.

Proviſo, if in 6 years the Child attain to perfection in learning, then to endeavour effectually to bind him to a Trade.

Proviſo, of death or departure.

Obligation to be void.

An

An Indenture for the maintenance of a Woman divorced.

THis Indenture made &c. Between *L.D.* of *C.* in the County of *M.* on the one part, and *L.M.* of *N.* in the County of *N.* on the other part. *Witneſſeth*, that it is Covenanted, granted, concluded, condeſcended and agreed between the ſaid parties to theſe preſents; That for as much as the ſaid *L.D.* & *C.D.* his Wife, are now by the Laws of this Realm, & by their mutual aſſents and agreements, ſeparated and put aſunder from bed & board, & to the end the ſaid *C.* may have ſome certainty of living, during her life, by the Grant of the ſaid *L.* and for that alſo the ſaid *C.* had Lands, Tenements, Joyntures, Dowers and other Profits & Commodities in her own poſſeſſion, & by the Grants of others unto her aſſured before the time the ſaid *L.D.* did eſpouſe and take to Wife the ſaid *C.* the which Lands, Tenements, Dowers, Joyntures, and other Profits and Commodities did amount to the yearly value of 100. *l.* or thereabouts. The ſaid *L.D.* for the Conſiderations aforeſaid, & alſo in conſideration that the ſaid *C.* is, contented not to claim her ſaid Joyntures or Dowers, which ſhe had in her poſſeſſion, at or before her Marriage with the ſaid *L.D.* nor any Joynture, Dower, or Intereſt in any of the ſaid Lands, Tenements, or Hereditaments of the ſaid *L.* which he, during the ſaid Eſpouſals had, now hath, or hereafter ſhall have during his life in Poſſeſſion, Reverſion, or otherwiſe: But to relinquiſh, releaſe, and extinguiſh all her Right, Title and Intereſt of, in or to the ſame, which ſhe might or may have after the deceaſe of the ſaid *L.D.* if ſhe ſhall fortune to ſurvive and overlive him the ſaid *L.D.* and hath promiſed the ſaid *L.D.* to be ready whenſoever ſhe ſhall be called or deſired, upon reaſonable warning to be given unto the ſaid *L.D.* his Heirs or Aſſigns, and having her reaſonable Charges born, to give up and releaſe the ſame her Title and Intereſt in the Premiſſes to the ſaid *L.D.* his Heirs or Aſſigns, or to any other, to whom he, or they, or either of them ſhall ſell and aſſure, or otherwiſe convey the ſame, or any part thereof, doth by theſe Preſents for him the ſaid *L.D.* his Heirs, Executors or Adminiſtrators, and for every of them Covenant, grant, condeſcend and agree to and with the ſaid *L.M.* his Heirs, Executors, Adminiſtrators and Aſſigns, That he the ſaid *L.D.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will yearly from henceforth, during the natural life of the ſaid *C.D.* pay or cauſe to be paid to the ſaid *C.D.* or to ſuch perſon as ſhall by her be lawfully appointed & authorized in writing, for the receiving thereof, under her hand & ſeal, before ſufficient witneſſes (whoſe names ſhall be thereunto ſubſcrib'd) the Sum of, &c. of, &c. at two terms, &c. or within 10 days next after every Feaſt-day, by even Portions at the Houſe, &c. between the hours of, &c. So that the ſaid *C.* or ſuch perſons as ſhall be her lawful Attorney, as aforeſaid, to be had and made to deliver to ſuch perſon or perſons, as ſhall make payment thereof, one Acquittance, under the hand and ſeal of the ſaid *C.D.* and

Divorce by the Laws and mutual aſſent and agreement of both partits.

Releaſe and relinquiſh her right if ſhe ſurvive of Dowry and Joynture.

Covenant for payment yearly.

And thereupon to grant an Acquittance.

ſealed

Sealed and Delivered as her Deed, before ſufficient Witneſſes, whoſe names ſhall be thereunto ſubſcribed as aforeſaid, confeſſing the Receipt of every ſuch Sum as then ſhall be received and paid, according to the intent and true meaning of theſe preſents. *And furthermore*, the ſaid *L.D.* upon the Conſiderations aforeſaid for him, his Heirs, Executors, and Adminiſtrators, doth Covenant, grant, condeſcend and agree to and with the ſaid *L.M.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe preſents, That if it happen the ſaid *C.D.* to ſurvive and overlive him the ſaid *L.D.* that then the Heirs, Executors and Adminiſtrators, ſhall yearly from and after the death of the ſaid *L.D.* during the natural life of the ſaid *C.D.* well and truly pay or cauſe to be paid to the ſaid *C.* or her Aſſigns by her authorized, as is aforeſaid, at or in the ſaid, &c. at or on the ſaid Feaſts of, &c. between the hours of, &c. in the Afternoon, of either of the ſaid Feaſt days, or within 10 days after every of the ſaid Feaſt days, the Sum of, &c. of, &c. by even portions, ſo that after the deceaſe and death of the ſaid *L.D.* the ſaid *C.D.* ſurviving and over-living the ſame *L.* ſhe or her lawful Aſſigns, by her authorized, as is aforeſaid, ſhall yearly from thenceforth, during the natural life of the ſaid *C.D.* receive and perceive in the whole by force of theſe preſents, to the uſe and behoof of the ſaid *C.D.* at the Feaſt-days aforeſaid, at the place aforeſaid, the Sum of, &c. of, &c. in full recompence and ſatisfaction, as well of her ſaid Joyntures and Dowers, which ſhe had before the ſaid *L.* did eſpouſe and marry her, as of all ſuch Dower and Intereſt as ſhe might or may claim or demand, after the deceaſe of the ſaid *L.D.* of, in, or to the ſaid Lands, Tenements, or Hereditaments, which the ſaid *L.D.* now hath, or at any time during their Eſpouſals had, or at any time hereafter ſhall or may have in Poſſeſſion, Reverſion or otherwiſe whatſoever. The payment of which Sum, &c. yearly, in manner and form, as is aforeſaid, to be paid, to begin and be made at ſuch of the ſaid Feaſt-days, &c. as ſhall chance firſt to come, or be after the deceaſe of the ſaid *L.D.* and not before: So always of the ſaid *C.D.* or her Aſſigns, by her lawfully authorized, as is aforeſaid, upon every ſuch payment, to deliver unto the Heirs, Executors or Adminiſtrators of the ſaid *L.D.* ſo making payment thereof, or of any part thereof, an Acquittance under their Hand and Seal, to be ſealed and delivered as is aforeſaid, teſtifying the receipt of every ſuch payment, without Fraud or Covin.

Covenant in caſe C.D. *ſurvivi.*

Provided always, That if the ſaid *C.* at any time hereafter, having her reaſonable Charges born by the ſaid *L.D.* his Heirs, Executors or Aſſigns, ſhall not at all times hereafter, and from time to time, upon reaſonable requeſt, do and ſuffer to be done, all and every ſuch Act and Acts, Thing & Things, Device and Devices, joyntly with the ſaid *L.D.* and ſolely by her ſelf after his death, for the conveying, releaſing, or extinguiſhing of all her Right, Title, and Intereſt, which ſhe the ſaid *C.* now hath, or at any time hereafter may have in any of the Lands, Tenements, & Hereditaments, whereof the ſaid *L.D.* at any time heretofore hath had, or now hath, or at any time hereafter may have, or ſhall have any Eſtate, Poſſeſſion, Right, or Intereſt, as ſhall be reaſonably Deviſed by the ſaid *L.D.* his Heirs, Executors, or Aſſigns or any of them; or by his, or their, or any of their Learned Council, at his and their Coſts and Charges in the Law, to be conveyed, extinguiſhed, or releaſed, in

C.D. *Covenants further to ſecure her right as Council ſhall adviſe to* L.D. *and his Heirs, as by them ſhall be appointed.*

in or to any perſon or perſons, and for ſuch uſes, intents and purpoſes, as by the ſaid *L.* his Heirs or Aſſigns, or any of them, ſhall be appointed, required, and deviſed: Or if ſhe the ſaid *C.* or any other perſon, for or in her name, ſhall at any time hereafter claim or demand her ſaid Joyntures, or Dower, or any of them, or any Right, Title, or Intereſt, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof, after the deceaſe of the ſaid *L.D.* which ſhe had in her poſſeſſion before the Marriage ſolemnized, between her and the ſaid *L.D.* or if ſhe ſhall claim or demand, after the deceaſe of the ſaid *L.D.* or otherwiſe, any Joynture, Dower, or other Intereſt, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof, which he the ſaid *L.D.* now hath, or at any time hereafter had, or at the time of his deceaſe ſhall have; That then and from thenceforth, theſe preſent Indentures, and all Covenants, Payments, Grants and Clauſes herein contained, and all Obligations and Bonds to be made by the ſaid *L.D.* for the performance of all, or any part of the Covenants, Articles, and Agreements, in theſe Indentures ſpecified and expreſſed, ſhall ceaſe and be clearly void, fruſtrate, and of none effect, to all intents and purpoſes, as if the ſame had never been had or made. **And** the ſaid *L.M.* for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant, to and with the ſaid *L.D.* his Heirs, Executors, and Aſſigns, by theſe preſents, That he the ſaid *L.M.* his Executors and Aſſigns, ſhall from time to time, ſhew and declare to the ſaid *L.D.* his Heirs, Executors, or Aſſigns, upon his or their reaſonable Requeſt, therefore made to him or them, or any of them, where the ſaid *C.* ſhall be then dwelling and abiding, without Fraud or Covin, and at what certain place and day, within one Month after ſuch requeſt made to him the ſaid *L.M.* his Heirs, or Executors, or any of them where and when the ſaid *L.D.* his Heirs, Executors, or Aſſigns, or any other perſon or perſons, by him or them thereto aſſigned, ſhall or may repair to the perſon, or the preſence of the ſaid *C.* to the end, to make requeſt unto her, for the conveying, releaſing, or extinguiſhing of her Right or Title, in or to the ſaid Lands, Tenements, or Hereditaments, as well whereof ſhe was ſeized, before Marriage had with the ſaid *L.D.* as alſo wherein the ſaid *C.* heretofore had, now hath, or hereafter ſhall have Right or Intereſt in Poſſeſſion, Reverſion, or Remainder. **In Witneſs**, &c.

Covenant in Caſe C.D. *demand her Joynture, or the Land ſhe had in poſſeſſion before Marriage, this preſent Indenture and all Writings thereupon to be void.*

Covenants between a High-Sheriff and his Under-Sheriff.

This Indenture, made the &c. day of &c. Between *A.B.* of *W.* in the County of *E.* Eſq; (now High-Sheriff of the County of *E.*) of the one part, & *C.D.* of &c. in the County of &c, Gent. of the other part. **Whereas**, the King by his Majeſties Letters Patents under the Great Seal of *E.* bearing date the 17*th* day of this inſtant *N.* hath made, named, aſſigned, & appointed the ſaid *A.B.* to be High-Sheriff of the ſaid County of *E.* during the pleaſure

Recital of his Majeſt. Letters Patents.

Reaſon of the Grant and deputation.

Continuance.

Authority.

Exception for electing Knights of the Shire without ſpecial Warrant and Commandment of the Sheriff.

Grant of Fees according to the Law, and Cuſtoms of the County to the Under-Sheriff without account.

pleaſure. *Now* this Indenture *Witneſſeth*, that the ſaid *A.B.* for the good Opinion which ſhe hath conceived of the ſaid *C.D.* and of the truſt & confidence which he repoſeth in him, hath deputed, aſſigned, conſtitued, & ordained, and by theſe preſents, doth depute, aſſign, conſtitute, and ordain him the ſaid *C.D.* to be his Under-Sheriff, of, for, and in the ſaid County of *E.* during all the time that he the ſaid *A.B.* ſhall be and remain Sheriff of the ſaid County, by force of the Letters Patents aforeſaid, & doth hereby authorize the ſaid *C.D.* to ſerve, exerciſe, and execute the ſaid Office of Under-Sheriff of the ſaid County under him the ſaid *A.B.* in his name, during all the time aforeſaid; and the ſaid *A.B.* as far as in him is, doth alſo by theſe preſents grant unto the ſaid *C.D.* that it ſhall and may be lawful to, and for the ſaid *C.D.* by force hereof, to appear, anſwer, ſerve, and miniſter, as Under-Sheriff of the ſaid County of *E.* for & in the name of the ſaid *A.B.* as well in all places in the ſaid County of *E.* as in all and every the Court and Courts, as within this Realm of *England*, and before all and every the Juſtices in *Oyer* and *Terminer*, Juſtices of Aſſize and Goal-delivery, Juſtices in *Eyer*, and of the Forreſt Officers, Juſtices of the Peace, Coronors, and Eſcheators, and other Officers and Commiſſioners of this Realm; and the Forreſt-Officers, where the ſaid *A.B.* by virtue of the ſaid Offie of Sheriffwick, for the ſaid County of *E.* ſhall be bound or ought to appear, anſwer, ſerve, or be attendant; and to break open, anſwer, return, and execute, for him the ſaid *A.B.* in his name, all Proceſſes, Writs, Precepts, Warrants, Mandates, and Commandments, to the Sheriff of the ſaid County, directed, or hereafter to be directed, out of any the Courts aforeſaid, or from any the Juſtices, Commiſſioners, Coroners, or Eſcheators aforeſaid; and to do, perform, and execute for him the ſaid *A.B.* and in his name, all and every thing and things, which by him the ſaid *A.B.* by virtue of his Office of Sheriffwick, of the ſaid County of *E.* is to be performed, executed, and done, ſaving always, and excepting that the ſaid *C.D.* ſhall not by virtue thereof, be authorized, to open, return, ſend, execute, any Writ or Writs, for electing any Knights of the Shire, or Burgeſſes of the *Parliament*, for the ſaid County of *E.* or any other Borough within the ſaid County; nor to open, execute, or anſwer, any the Letters of his Majeſty, or his Privy-Council, to be directed unto the ſaid Sheriff of the ſaid County of *E.* without the ſpecial Warrant, Direction, and Commandment of him the ſaid *A.B.* for that purpoſe. **And further** the ſaid *A.B.* doth by theſe Preſents grant unto the ſaid *C.D.* for the executing of the ſaid Office, all the Fees, Duties, and Profits to him due, ariſing & growing by the County-Courts, to be kept within the ſaid County of *E.* and all other Fees, Rewards, Duties, Allowances, and Profits, incident to the Office of Sheriffwick, or thereunto belonging, for which the ſaid *A.B.* is or ſhall be allowed by the Common Laws of this Realm, or Cuſtoms of the ſaid County, either for the opening, returning, or executing of any Writ, Precept, or Proceſs, Warrant or Command whatſoever; or for other execut. of the ſaid Office, & which have not been accepted heretofore, the ordinary Fees of any other his Bayliffs, or other Officers, to have and enjoy the ſaid Duties, Fees, Rewards, Allowances, and other Profits, to his own uſe, without an Account to be rendred to the ſaid *A.B.* his Executors, Adminiſtrators, for the ſame.

And

And the ſaid *C.D.* for and in conſideration of the Benevolence aforeſaid, and for the free Gift and Grant of the ſaid *A.B.* doth for himſelf, his Heirs, Executors, Adminiſtrators, & Aſſigns, and every of them, covenant, promiſe, grant, and agree, to and with the ſaid *A.B.* his Heirs, Executors Adminiſtrators, and Aſſigns, by theſe preſents, that he the ſaid *C.D.* ſhall and will at all times, from and after the Day of the date of theſe preſents, duly, diligently, lawfully, and carefully ſerve the ſaid *A.B.* as his Deputy and Under-Sheriff, of, in, & for the ſaid County of *E.* without doing or committing any kind of Extortion, or wilful mis-behaving of himſelf in the ſaid Office, and ſhall & will duly & reſpectively execute the ſaid Office of Sheriffwick, in the name of the ſaid *A.B.* in all points ſo far forth, as theſe preſents, the Laws of the Land, or other Licenſe or Commandment of the ſaid *A.B.* ſhall warrant or give liberty; and ſhall and will in the name of the ſaid *A.B.* and as his Deputy in the ſaid Office of Under-Sheriff of the ſaid County of *E.* be anſwerable, attendant, and miniſter in all Courts of our ſaid Sovereign Lord the King, by and before the ſaid Juſtices of Aſſize, Juſtices of *Eyre*, and of the Forreſt, and all Commiſſioners, Eſcheators, Coronors, and other Juſtices & Officers of the Kings Majeſty, before whom the ſaid *A.B.* ſhall be bound or required to miniſter, anſwer, or be attendant, in reſpect of the ſaid Office of Sheriffwick, for the ſaid County of *E.* and ſhall and will execute and make anſwer, true and ſufficient Return of all ſuch Proceſſes, Writs, Precepts & Commandments, directed from the Kings Majeſty, or from every or any of the ſaid Courts, Juſtices, Commiſſioners, Eſcheators, & other Officers aforeſaid, as ſhall be delivered to, or come to the hands of him the ſaid *C.D.* his Deputy or Deputies, Aſſignee or Aſſigns, or ſhall and will diſcharge to ſave harmleſs the ſaid *A.B.* his Heirs, Executors, & Adminiſtrators, & his and their, and every of their Lands, Tenements, Goods, and Chattels, off & from all Fines, Iſſues, & Amerciaments, and other Penalties, Forfeitures, pains, corporal, and pecuniary whatſoever, whereby or wherewithal the ſaid *A.B.* his Heirs, Executors, or Adminiſtrators, or his or their Lands, Tenements, Goods or Chattels, ſhall or may be charged or chargeable, for his the ſaid *A.B.* or the ſaid *C.D.* not executing, not filing, neglecting, miſ-executing, evil returning, not ſerving, miſ-returning, or miſ-filing any of the ſaid Writs, Proceſſes, Precepts, Warrants, or Commandments aforeſaid; or for the abſence, ill attendance, or not attendance of the ſaid *A.B.* or of the ſaid *C.D.* or his Deputy as aforeſaid, or other miſdemeanours, in the executing, not executing, or miſ-executing of the ſaid Office, in any thing which the ſaid *C.D.* might by virtue of theſe preſents, by himſelf, or his Deputies, execute or perform, other than from ſuch Fines, Iſſues, and Amerciaments, and other Penalties, as ſhall be impoſed or adjudged upon or againſt the ſaid *A.B.* for or in reſpect of any offence, fault, or negligence, by the ſaid *A.B.* at any time after the day of the Date of theſe preſents, committed, omitted or done; or to be committed, omitted, or done, by himſelf in his own perſon, or by any other (except the ſaid *C.D.* by the ſaid *A.B.* his Commandment or appointment, without the conſent of the ſaid *C.D.* And that the ſaid *C.D.* ſhall himſelf, or his ſufficient Deputy or Deputies, duly and lawfully keep, or cauſe to be kept within the ſaid County of *E.* all and

Covenant for the due Execution of the place by C.D.

As far as the Law of the Land or Licenſe or Commandment of the ſaid A.B. ſhall warrant or give liberty.

To make ſufficient return of Writs.

To diſcharge from all Fines and Amerciaments the ſaid A.B his Lands, Tenements, Goods and Chattels, and from all penalties and forfeitures.

C.D. to Depute Attorneys or Deputies of Record, in all the Courts at Westminst. wherein Attorneys are commonly appointed Deputies in every Hundred also.

and singular County-Courts of the said County, at such times and places, as heretofore hath been accustomed, and that the said *C.D.* shall and will make and appoint one or more Attorney or Attorneys, Deputy or Deputies of Record, in the Courts of Record, commonly called the Kings-Bench, Common-Pleas, and Exchequer, and in all other Courts and Offices where in Attorneys are commonly appointed, and so shall & will ordain, appoint, and make one or more able Deputy or Deputies, for him the said *A.B.* in every Hundred within the said County of *E.* according to the Laws and Statutes in these Cases provided; so that the said *A.B.* shall not hereafter be lyable to any Penalty or Forfeiture, for want of any such Attorney or Deputy, and shall and will at his own proper costs and charges, appear, and make ready in all such place and places, where the Assizes, Goal-Delivery, or Sessions shall be from time to time holden, meet and convenient Courts, Barrs, & all other things necessary and convenient, for the Justices of Assize, and other Justices, to keep their Assizes, and Goal-Deliveries & Sessions in; and shall and will from time to time give notice in convenient time to the said *A.B.* of all and every such time and times, place and places, where the personal attendance of the said *A.B.* shall be requisite and necessary, so as the said *A.B.* may be personally present at such times and places, when and where his personal appearance and attendance shall be necessary. And

To give notice to A.B. when his personal Attendance is necessary.

furthermore, That the said *C.D.* by and during the continuance of the said Office, shall and will well and truly collect, levy, gather, and seize to his Majesties use, all the Goods and Chattels of Felons, and Fugitives, and of all persons Outlawed and put in Exigent, and of all persons Attainted and Convicted of Treason, Murder or Felony, which shall happen within the said County of *E.* during the time aforesaid, which shall be due or forfeited to his Majesty, by any ways or means aforesaid; and shall and will from time to time, well and truly collect and gather up all Fines, Amerciaments, Extracts, Certainties, Fee-Farms, Pipe-silver, Fines for License, Concord for Fines, Green-Wax, and all other Sum and Sums of Mony, which to the Collection of the said *A.B.* by reason of the Sheriffwick of the said County shall appertain or belong, and which the said *C.D.* shall have Warrant of lawful Authority to seize, levy or collect, or which he shall have notice of, and may reasonably come by, and thereof, and of every part thereof, and of all other the Issues and Revenues of the said County, and of all Sums of Mony due, or hereafter during the continuance of the said Office of Sheriffwick of the said County, doth or may appertain, shall and will to his Majesty, in the Court of *Exchequer* aforesaid, yield and give just account; and also that he the said *C.D.* his Executors, Administrators, at such days and terms, as he the said *A.B.* is or shall be required to enter into account of the Court of *Exchequer*, for or touching the said Office, The said *C.D.* shall and will enter into Account in the said Court of *Exchequer*, in the name of the said *A.B.* for and concerning the said Sheriffwick of the said County of *E.* in and upon which Account the said *C.D.* his Executors, and Administrators, shall and will truly answer all such Debts, Duties, and Sums of Monies, as the said *C.D.* his Deputies, Officers, or Servants, or any of the Bayliffs of any of the Hundreds of the said

well and truly to seize and levy for his Majesties use what is necessary.

Also give a just Account of the said Offices in the Exchequer when required.

C.D. to answer for all Sums of Mony received by his Deputies or Servants.

County

County shall have received, or might have received, or wherewith the said *A.B.* as Sheriff of the said County, shall be any ways charged or chargeable with upon the same Accounts; and the same account shall and will, at his the said *C.D.* his own Costs and Charges, prosecute with effect, until the same Account be fully finished and concluded, without demanding any Allowance or Allowances of the said *A.B.* his Heirs, Executors, or Administrators, for the same; And also that the said *C.D.* his Executors, and Administrators, shall and will pay into the Receipt of *Exchequer*, all such Sums of Mony, as upon the said account shall be found in Arrearages, within one year next after the Feast of St. *M.* next ensuing the date hereof, and in the name of the said *A.B.* obtain a lawful discharge, and *Quietus est*, out of the said Court of *Exchequer*, for him the said *A.B.* and the same shall and will deliver unto the said *A.B.* his Heirs, Executors, or Assigns, for a full Discharge of him the said *A.B.* his Heirs, Executors, Administrators, and Assigns, of and concerning the said Sheriffwick of the said County of *E.* within one year next after the said Feast of St. *M.* and that the said *C.D.* his Heirs, Executors, Administrators, and Assigns, or some, or one of them, shall and will, at some one of their own proper Costs and Charges, disburse and pay for the said *A.B.* all and all manner of Fees, Duties, Charges, Sum and Sums of Mony Rewards, Gratuities, and Demands whatsoever, which shall be required, demanded, or demandable of the said *A.B.* as due or accustomed, to be paid or given by the Sheriff of the said County, for or by reason of the said Account, without demanding any Allowance or Allowances therefore of the said *A.B.* his Heirs, Executors, Administrators, and Assigns. And the said *C.D.* doth further, for the considerations aforesaid, for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, covenant, promise, grant, and agree, to and with the said *A.B.* his Heirs, Executors, or Administrators, & Assigns, by these present, That he the said *C.D.* his Executors, or Administrators, shall and will from time to time, and at all times hereafter, well, duly, and truly satisfie, and pay all and singular such Sum and Sums of Mony, as he the said *C.D.* or any Deputy, Clerk or Clerks, Bayliff or Bayliffs, Substitute or Substitutes under him, shall at any time and times, and all times levy or receive, by virtue or reason of any Writ or Writs, Process of Extent, *Liberate*, *Capias ad satisfaciendum*, *fieri facias*, *elegit*, *distringas nuper Vicecomes*, against any former Sheriff, any other Writ or Writs of Execution or Warrants whatsoever, according to the Purport and true Tenure of any such Writ or Writs, Warrant or Warrants respectively, & in such manner, as by the same respectively shall be limited, required, or appointed, & shall from time to time sufficiently save harmless and defend the said *A.B.* his Heirs, Executors, and Administrators, of, for, and from all and every such Sum and Sums of Mony as aforesaid. And further, That he the said *C.D.* his Heirs, Executors, Administrators, or Assings, shall and will at his and their own proper Costs and Charges, conduct and make safe delivery of all such Prisoners as are, or hereafter shall be in the Custody of the Goal for the said County of *E.* to such person and persons, and to such place and places, as the said *A.B.* shall by Writ, Warrant, or other Precept, or Commandment, or by vertue and in respect of his

wherewith the said A.B. is chargeable upon the same account, and to prosecute until the account be concluded without demanding any allowance

To pay in all monies within a year, and in the name of A.B.

To pay in what Mony the Deputy shall receive upon any Process against any former Sheriff, and on any other Execution.

C.D. at his own charge to execute all persons convicted and put in execution according to their several Authorities, if the same persons be not by lawful Authority replevied.

his said Office, be commanded or bound to deliver the same. And further shall and will also, at his and their own proper Costs and Charges, execute or cause to be executed, all such persons, as any time during the time aforesaid, shall be convicted and put in execution, according to their several Judgments, if the same person or persons be not by any lawful Authority reprieved into the said Goal. And the said *C.D.* doth further for himself, his Heirs, Executors, Administrators, and Assigns, and every of them covenant, grant, promise, and agree, to and with the said *A.B.* his Heirs, Executors, Administrators and Assigns, by these Presents, That he the said *C.D.* his Executors, and Administrators, shall and will upon the discharge and giving up of the said Office, to such as shall succeed in the said Office of Sheriffwick of and for the said County of *E.* in due form of Law deliver, or cause to be delivered by Indenture, to be made between the said *A.B.* and his Successors, in the said Office to the said Successor of the said *A.B.* in the said Office, or to his Deputy for the time being, all such Prisoners as then shall be in the custody of the said *A.B.* or of any of his Deputies, or Ministers, with the Causes of their Detainments and Imprisonments, and all such Iron Implements and Things, as shall be in the Custody of the said *C.D.* belonging to the Common Goal, of the said County, or to the Officers of the same: And also all Writs, Processes, Warrants, and other things which then shall be in his Hands and Custody, in respect of the Office of Sheriffwick, of, in, and for the said County of *E.* And the said *C.D.* doth further for himself, his Heirs, Executors, Administrators, and Assigns, Covenant, promise, grant, and agree, to and with the said *A.B.* his Heirs, Executors, and Administrators, by these presents, That he the said *C.D.* his Heirs, Executors, or Administrators, shall and will from time to time, and at all times hereafter, discharge, defend, and save harmless as well them the said *A.B.* his Heirs, Executors, and Administrators, and his and their Lands, Tenements, Goods and Chattels, as well against the Kings Majesty, and all other persons whatsoever, of, for, and from all manner of Pains Corporal and Pecuniary, forfeitures, Fines, Amerciaments, Debts, Accounts, Duties, and Demands whatsoever, hereafter lawfully to be commenced, prosecuted, imposed, demanded, or demandable of or against the said *A.B.* his Heirs, Executors, or Administrators, or his or their Lands, Goods, Tenements, and Chattels, for or by reason of any escape of any Prisoner or Prisoners whatsoever, now under Execution, or under Arrest, or hereafter to be had in Execution, under Arrest, for any manner of Debt, Damage, Trespass, Account, or other Duties or Wrong; or for any Treason, Felony, or other offence whatsoever; or for any, or by reason of not appearance of any person Arrested at the day limited, for the appearance in any Court or Courts, or before any Judge or Judges, or Justices whatsoever; or for or by reason of any False Return, not Return, or Mis-Return of any Writ, Warrant, or Process; or for any other mis-behaviour, negligence, or laches of the said *C.D.* his Bayliffs or Officers, in executing, or negligence in executing, or not in executing of the said Office of Sheriffwick, for the

upon discharge of the said Office to the succeeding Sheriff to do all things according to Law.

To defend A.B. *&c. his &c. as well against the Kings Majesty, as all other persons in all things.*

the ſaid County of *E.* or for or by reaſon of the not levying, anſwering, or not paying of any Sum or Sums of Mony which ſhall or may, or ought to be collected or received, by virtue or reaſon of the ſaid Office of the Sheriffwick of the ſaid *A.B.* or having relation thereunto, or by reaſon of any Writ or Writs of Aſſiſtance, for the levying of any Sums of Mony, wherewith the ſaid *A.B.* ſhall or may be charged or chargeable, of or for any matter, clauſe or thing, having relation to the ſaid Office. And to the intent, that the ſaid *C.D.* may the better perform the execution of the ſaid Office, the ſaid *A.B.* is contented and pleaſed, and doth hereby grant unto the ſaid *C.D.* that he the ſaid *C.D.* ſhall have to his own uſe, the benefit of ſuch Bonds and Covenants, as ſhall be taken of any perſon or perſons, wherein the ſame perſon or perſons ſhall become bound unto the ſaid *A.B.* as Sheriff of the ſaid County of *E.* with condition for their, or any of their appearances in any Court, or elſewhere, before any Commiſſioners of our Sovereign Lord the King, by Authority of Parliament: And of all Obligations, taken, or to be taken of any Bayliffs or their Sureties, and of all other Bonds and Covenants, which are or ſhall be made to the ſaid *A.B.* as the Sheriff of the ſaid County of *E.* (except the Covenants herein contained) and the Bonds and Obligations taken or to be taken, for the performance of the ſaid Covenants, and every of them (except before excepted) and ſhall and may ſue and proſecute the ſame in the name of *A.B.* his Executors and Adminiſtrators, at the proper coſts and charges of the ſaid *C.D.* his Executors, or Adminiſtrators, & Aſſigns, and the Monies thereof & thereby recovered, to have, take, and detain to his and their own uſe and uſes, without any Account thereof, to yield or make to the ſaid *A.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, all which ſaid Bonds & Covenants (except before excepted) he the ſaid *A.B.* doth for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, covenant, promiſe, grant, and agree, to and with the ſaid *C.D.* his Executors and Adminiſtrators by theſe preſents, That neither he the ſaid *A.B.* nor his Heirs Executors or Adminiſtrators, or any of them, ſhall releaſe, acquit, nor diſcharge any Action, Plaint or Suit thereupon to be brought, or any Judgment or Execution thereupon to be had, without the Aſſent of the ſaid *C.D.* doth for himſelf, his Executors, Adminiſtrators, or Aſſigns, unleſs he the ſaid *A.B.* his Heirs Executors or Adminiſtrators, ſhall be enjoyned thereunto by order or courſe of Law or Equity. And the ſaid *C.D.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *A.B.* his Heirs, Executors and Adminiſtrators by theſe Preſents, That he the ſaid *C.D.* his Executors & Adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave, defend and keep harmleſs the ſaid *A.B.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, of and from all Coſts and Charges, and Damages, which may ariſe or happen, by reaſon of any Bill in Equity, or of any Non-Suit or Judgment, obtained by any perſon or perſons, of or upon any of the ſaid Covenants, Obligations, or Bonds, to be taken for Appearance as aforeſaid; or by reaſon or means of removing any Action or Suit, in the name of the

A.B. Grants to C.D's. own uſe all Bonds and Covenants wherein any perſon ſhall become bound unto the ſaid A.B. *Sheriff of the ſaid County of E. with condition for appearance in any Court or elſewhere, and all Obligations taken, or to be taken, of a Bayliff or their Surtits, &c.*

A.B. nor his Heirs not to diſcharge any Action, Plaint or Suit, brought on any Judgment.

C.D. from time to time to defend and ſave harmleſs A.B. *his Lands, &c. from all Courts in Equity, or of any Non-ſuits obtained by any perſons, in the Covenants and Obligations, &c.*

C.D. to be bound in 500 l. for performance of these Covenants and procure 5 Sureties before, &c. to become bound in 100 l. apiece.

said *A.B.* his Heirs, Executors, or Administrators, against any person or persons, upon the same Covenants, Obligations, or any of them. And *whereas* it is agreed by and between the said parties to these Presents, That the said *C.D.* shall become bound by Obligation to the said *A.B.* in the Penal Sum of 500 l. conditioned for the true performance of the Covenants, Articles and Agreements in these presents contained, on the part and behalf of him the said *C.D.* his Heirs, Executors, and Administrators, to be performed, and shall also procure 5 sufficient Sureties, before the 30th day of *J.* next ensuing the date hereof, to become bound unto the said *A.B.* in the several Penal Sums of 100 l. apiece, with the like Conditions as aforesaid. Now the said *A.B.* is contented and pleased, and doth by these presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, and grant, to and with the said *C.D.* his Heirs, Executors, Administrators and Assigns, by these presents. That he the said *A.B.* his Heirs, Executors, or Administrators, or some, or one of them, shall and will within the space of one year next after the said *C.D.* his Heirs, Executors or Administrators, shall deliver, or cause to be delivered unto the said *A.B.* his Heirs, Executors, Administrators or Assigns, the said *Quietus est*, before in these presents mentioned, the said *A.B.* his Heirs, Executors and Administrators, being first sufficiently and reasonably discharged and saved harmless, of and from all the Payments, Penalties, Fines, Amerciaments, Damages, Dangers, and other Demands before in these Presents mentioned upon the reasonable Request of the said *C.D.* his Heirs, Executors or Administrators, shall deliver, or cause to be delivered up the said Obligations, so to be made by the Sureties of the said *A.B.* as aforesaid, to such Surety or Sureties respectively, and to their respective Heirs, Executors or Administrators, to be cancelled. *In Witness whereof*, &c.

A.B. to deliver within one year after the taking the Quietus est, and being discharged at the request of C.D. deliver up, &c. all Obligations that he had taken to be cancelled.

An Indenture for building of a House, both Carpenters Work and Bricklayers Work.

THis Indenture, &c. Between *T.A.* of, &c. and *R.A.* of the same Parish of *B.* on the one part, and *T.A.* of *L.* Skinner on the other part, witnesseth, That the said *T.* and *R.* as well in consideration of the Sum of 20 *s.* of lawful, &c. to them in hand, before the ensealing and delivery hereof paid by the said *T.A.* as also in consideration of the Sum of 100 *l.* more of like mony to be paid to the said *T.A.* his Executors, Administrators or Assigns, to the said *T.A.* and *R.A.* their Executors, Administrators or Assigns, in manner and form hereafter in these presents expressed, do covenant, promise and grant, and either of them covenanteth, promiseth & granteth for themselves, and for either of them, and for the Heirs, Executors and Administrators of them, and of either of them, and for every of them, and with the said *T.A.* his Executors Administrators and Assigns, & every of them by these Presents, in manner and form following; *That is to say*, That they the said *T.A.* & *R.A.* their Executors Administrators & Assigns, at their own proper costs and charges, at, or before the last day of *M.* next ensuing the date hereof, in such place within the Parish of *H.* within the County of *M.* as the said *T.A.* hath already limited, assigned or appointed; or he, his Executors, Administrators or Assigns, shall limit, assign or appoint, hereafter shall and will make, build, erect, set up, and perfectly finish, to, & for the use and behoof of the said *T.A.* his Heirs, Exec. Administrators & Assigns, one new Frame, Edifice, Building and House, and in the same all such several Rooms, and other things, as hereafter in these presents are expressed; *That is to say*, One Hall, one Parlour, & one Kitchin, in the first Story thereof on the Ground; & in the second Story thereof 2 Chambers over the same Hall and Parlour, and one Chamber over the said Kitchin, & two Garrets in Stories over the said Story, and that the said Hall and Parlour shall contain in length from outside to outside, 28 Foot of Assize, and in breadth, from outside to outside, 16 Foot of Assize: And that the said Kitchin shall contain in length from outside to outside 16 Foot of Assize, and in breadth, from outside to outside 16 Foot of Assize: And all the said first Story shall contain in height 9 Foot of Assize, & that all the said 2d Story shall contain in height 8 Foot of Assize, and that the said half Story shall contain in height 3 Foot of Assize; and that the said Chamber to be made over the said Hall, shall be as near as may be equal in largeness, length and proportion to the same Hall, over and besides the Implements hereunder specified; And that the said Chamber to be made over the said Parlour, shall be as near as may be equal in largeness, length and proportion to the same Parlour, over and besides the Implements hereafter expressed. And that the said Chamber to be made over the Kitchin, shall be also as near as may be equal in largeness, length, and proportion to the same Kitchin, over and besides the said Implements

Consideration.

Covenant, &c.

Build and set up a new house with rooms limited in the several Stories.

Length and breadth of the Rooms.

Height of the Stories.

Largeness of the Rooms.

hereafter ſpecified. And that the Garrets aforeſaid, ſhall be as near as may be equal in largeneſs, length and proportion to the ſaid Chambers, over the which the ſame ſhall be made. And that the ſaid *T. A.* and *R. A.* their Exec. Adminiſtrat. and Aſſigns, ſhall, in the ſaid ſeveral Rooms, make all ſuch Windows, clear Stories, and other things as hereafter are expreſſed; *That is to ſay*, In the ſaid Hall, one fair Bay window, as ſhall be moſt fair and proportionable for the ſame Room, and clear Stories on either ſide of the ſaid Bay window, as ſhall fall out moſt conveniently for that Room; and in the ſaid Parlour, 2 fair Bay windows, as ſhall be moſt fit for the ſame Room, and in ſuch places thereof as the ſaid *T. A.* his Exec. or Aſſigns ſhall appoint; and in the ſaid Kitchin, one partition for a Buttery, and clear Stories for light, as ſhall be moſt meet for the ſame Kitchin and Buttery, & in the ſaid 2 Chambers over the Hall and Parlour aforeſaid, four fair Bay windows, as ſhall be moſt convenient for the ſame Chambers, and that in ſuch ſeveral places thereof, as the ſaid *T. A.* his Exec. or Aſſigns ſhall appoint; And 2 fair Bay windows in the ſaid Chamber over the Kitchin, as ſhall be moſt fit for the ſame Room, and in the Garrets aforeſaid, fair Dormant windows, & Lights in and upon the ſame as ſhall be moſt fit for thoſe Rooms. And ſhall alſo make good, meet and ſufficient Court-houſes and Perements to all the ſaid windows which ſhall be made in the ſaid Hall, Parlour and Kitchin, and in the ſaid 3 Chambers over the ſaid Hall, Parlour and Kitchin. And alſo, that they the ſaid *T.* and *R.* their Executors, Adminiſtrat. and Aſſigns, ſhall make and Board all the Floors of the ſaid Hall, Parlours, Chambers & Garrets, of, and with good and ſeaſonable narrow Deal-Boards, or Boards of Oak. And ſhall alſo make one pair of Stairs, and one Stair-caſe without the ſaid Houſe, which ſhall lead, aſcend and ſerve for paſſing unto all the Chambers and Garrets afore ſpecified, and ſhall alſo make, rear, and ſet-up ſufficiently, between the ſaid Hall and Parlour in convenient places, 4 new, good, ſtrong and ſufficient Chimneys of Brick, with four parols of Stone, which ſhall conveniently ſerve for the ſaid Hall and Parlour, and the ſaid 2 Chambers over them, whereof the 2 Chimneys for the ſaid Hall and Parlour to contain 5 Foot in wideneſs apiece, on the inſide of the ſame Chimneys, & the other 2 Chimneys for the ſaid Chambers over the ſaid Hall & Parlour, to be 4 Foot and one half a Foot apiece in wideneſs, within the ſame Chimneys, and ſhall alſo ſufficiently make, rear, & ſet-up in the Kitchin aforeſaid, 1 good, ſtrong and ſufficient Chimney of Brick, containing in wideneſs 7 Foot, and one Mantle-tree of wood for the ſame. And ſhall alſo make in the ſame Kitchin one fair oven, the Floor and fore-part whereof ſhall be of Free-ſtone; and ſhall alſo make and rear in the ſaid Chamber over the ſaid Kitchin, one other Chimney of Brickwork, with a parol of ſtone thereto in the breaſt of that Chimney, which ſhall aſcend out of the ſaid Kitchin, and ſhall make and find all Butments meet for the ſaid Chimney. And further, that the ſaid *T. A.* and *R. A.* their Executors and Aſſigns, ſhall make a good and ſufficient Foundation of Brick, to and for the ſaid new Frame and Houſe, which Foundation ſhall be 16 Inches above the Ground, and ſhall alſo ſufficiently tile and cover all the ſaid new Frame and Houſe with ſufficient Tiles, and make all Doors, Walls, Floors and Partitions, which ſhall be

Windows to the ſeveral Rooms.

Perements.

Floors.

Stairs.

Brickwork.

Foundation.

Tiling, Doors.

be needful, meet or convenient, in and about the ſaid new Frame and Houſe; and that all the ſaid Walls ſhall be made on the inſide with Loam, and on the outſide with Lime and Hair; and that all the Timber of the ſaid new Frame and Houſe ſhall be covered on the outſide with Lime and Hair, and that the ſaid Chambers over the ſaid Hall, Parlour and Kitchin, ſhall every way jut out, forward and backward, by the ſpace of 16 Inch. beyond the ſaid ſeveral Rooms under them. *And* that they the ſaid *T.A.* and *R.A.* their Executors, Adminiſtrators & Aſſigns, ſhall make 2 Cielings of Lime and Hair through all the firſt and 2d. Stories of the ſaid new Frame and Houſe, and ſhall find and provide all Timber-ſtuff, workmanſhip, & other things whatſoever, meet or needful for the ſaid Premiſſes, or any of them (all Iron-work, other than Nails only except) and that all the ſaid Frame, Building, Houſe, Rooms, Chimneys, and other things afore-ſpecified, ſhall be made of, & with good, ſtrong, ſeaſonable and ſufficent Timber-ſtuff, and ſhall be well and workmanly made and done, & ſhall be fully and perfectly finiſhed, at, or before the ſaid laſt day of *M.* next coming; for, and in conſideration of which ſaid new Frame and Houſe, and of all other the Premiſſes, to be done, performed and accompliſhed on the part and behalf of the ſaid *T.A.* and *R.A.* their Executors, Adminiſtrators and Aſſigns, in form aforeſaid, the ſaid *T.A.* for him, his Executors, Adminiſtrators & Aſſigns, and every of them, doth covenant and grant to and with the ſaid *T.A.* and *R.A.* and either of them, and the Executors, Adminiſtrators and Aſſigns of them, and of either of them by theſe Preſents, That he the ſaid *T.A.* his Executors, Adminiſtrators or Aſſigns, at, or before the ſaid new Frame, and other the Premiſſes, ſhall be made, ſet up, and accompliſhed in form aforeſaid, ſhall pay or cauſe to be paid to the ſaid *T.A.* and *R.A.* their Executors, Adminiſtrators or Aſſigns, for the making and accompliſhing of all the ſaid Work and Premiſſes as aforeſaid, the Sum of 100 *l.* of lawful, &c. whereof the ſaid *T.A.* and his Aſſigns, to have to his and their own uſe 57 *l.* and the ſaid *R.A.* his Executors and Aſſigns, to have to his and their own uſe 43 *l.* In Witneſs, &c.

Furniture. Cielings.

Premiſſes of good ſtuff, and workmanly to be wrought.

Conſideration-money to be paid in a form limited.

An Indenture of Covenants, where Carpenters have bargained to pluck down an old Houſe, and build a new by a day in a certain form preſcribed.

This Indenture, &c. Between *R.P.* Cit. and *L.* of *L.* on the one part, and *T.P.* and *T.M.* Cit. and *C.* of *L.* on the other part, Witneſſeth, That it is covenanted, granted, bargained, concluded and agreed, by, & between the ſaid Parties, in manner and form following *That is to ſay*, That the ſaid *T.* and *T.* for them, their Executors and Adminiſtrators, & every of them, do Covenant, &c. in manner and form as hereafter in theſe preſents from Article to Article doth iſſue and follow, *That is to ſay*, That the ſaid *T.* and *T.* their Executors or Aſſigns, at their own proper Coſt and Charges before the 6*th* of *M.* next, &c. ſhall take down to ground all the Timber, &

Take down the old building.

of all that old Frame of those Tenements of the said *R.* in *B.* Street in the Parish, &c. now in the Occupation of the said *R.* containing in length, from North to South, 50 Foot, or thereabouts; & then shall assign the Plat to the Bricklayers, for the Foundation of a new Building in the same place to be erected, and on the said Plat, at their said costs and charges, shall, before the 9th of *J.* next, &c. well and workmanly, & of good, sound and strong Timber of Oak, competent and sufficient for such a Building, and of convenient scantling, & in good proportion, erect, build and set up, & fully finish one new Farme, entire & perfect in all things belonging to Carpenters Work, of the length of 50 Foot as aforesaid, or thereabouts, as shall fitly & aptly supply the place wherein the said old Frame doth stand, & to be in height 2 Sories, and one Garret, with 2 Floors of good and sound somers and joysts of Oak, well framed and laid (Boards for the said Floors only to be found at the Charges of the said *R.* his Executors, Administrators.) And the neather Story of the said new Frame to be in widenes from the outside, plat to plat 17 Foot, and in height 9 Foot, or above, and the 2d Story to jut to the Street 1 Foot and 8 Inches, and to be in wideness 18 Foot and 8 Inches, and to be in height 8 Foot, and the neather Story to be divided into an Entry, a Kitchin and a Hall, a Buttery and a Parlour, and the upper Story into 3 Chambers, according to a plat which the said *T. T.* have thereof delivered to the said *R.* drawn in paper; & that there shall be in the said Hall room, towards the Street, one Bay Window of 8 Foot broad of fair wrought Marvils, with a transcent, and of convenient height, and other like Bay Window in the same Room, towards the West, of 6 Foot in breadth, and a clear Story adjoyning to the North-side of the said bay Window towards the Street, and 1 other bay Window in the said Parlour-Room with fair wrought Marvils, & a Transcent towards the Street, to be 8 Foot broad and a clear Story, with a Transcent in the West side of the same Parlour-Room of 4 Foot in breadth; and also that the said *T.* and *T.* at their like Charges as aforesaid, shall make one stair to lead out of the said Hall-room into the Story above, with 1 clear Story of 2 Foor and a half in the Frame, to give light to the same stair, and another clear story of 2 Foot in breadth, to give light to the Buttery aforesaid, and in the Street-side of the Kitchin 1 clear Story, with a Transcent of 9 Foot in breadth, and in the Chamber over the Kitchin, on the Street-side, 1 Bay Window with a Transcent, and wrought, to be of 6 Foot wide, & a clear Story adjoyning to the North-side thereof, of 4 Foot wide, and one other like clear story on the West-side of the same Chamber, of 4 Foot wide, and in the Chamber over the Hall, towards the street, one bay Window, &c. & in the Chamber over the Parlour, 2 fair shutting Windows, &c. And it is bargained and agreed between the said parties for them, their Executors & Administrators, that the Ground-plates of the said Frame to be newly built, shall be 8 Inches thick, or above, and in breadth 9 Inches, or above; & all the principals shall answer accordingly, & that there shall be 3 Dormants in the East-side of the Garret-ceiling directly over the bay Windows in the said 2 Story, containing 8 Foot in wideness apiece, & the Windows in the said Dormants to be 4 Foot wide apiece; and also Falling-windows to shut-in the same, and all the East-side

of

Assign the plat to the Bricklayers, for the Foundation.

Set up a new Frame. Length.

Two stories and a Garret high.

Floors, wideness and height of the Stories. Division of the Stories into Rooms, according to a plat drawn.

Windows in the Hall and Parlour.

Stair out of the Hall, to ascend.

Light to the stair.

Windows to the Kitchen and Chambers.

The thickness and breadth of the ground-plats and quality of the principals.

Dormants and Windows in the Garret.

of the ſame new Frame from the ground to the top of the Dormants, to be punchiond and ſpace of good order and well framed, and alſo that neather Story of the ſaid new Building on the Weſt ſide to be punchiond and ſpace as aforeſaid, and all the ſaid new frame duly to anſwer in all things to ſuch a plat as aforeſaid, the ſaid *T.* and *T.* have already thereof delivered and ready drawn to the ſaid *R.P.* as aforeſaid, all the partitions and doors to be neceſſary into the ſaid frame likewiſe to be made and finiſhed in the ſame by the ſaid *T.* and *T.* or their Aſſigns, at their own coſts & charges aforeſaid, before the 6th of *J.* next, &c. *For and in conſideration* of which ſaid Bargains, Covenants, Promiſes, Articles & Agreements of the part of the ſaid *T.* and *T.* by them their Executors and Adminiſtrators well and truly to be performed, fulfilled and kept, the ſaid *R.* hath paid in hand to the ſaid *T.* and *T.* at the enſealing hereof, 25 l. &c. of & for the which 25 l. the ſaid *T.* and *T.* doth releaſe and acquit the ſaid *R.* and his Executors, by theſe Preſents. *And*, The ſaid *R.P.* for him, &c. doth Covenant, &c. to pay *moreover* to the ſaid *T.* and *T.* their Executors or Adminiſtrators other 25 l. in ſorm, &c. *that is to ſay*, at the firſt erecting of the ſaid new frame, 12 l. 10 s. and at the clear finiſhing of the Premiſſes other 12 l. 10 s. the full and clear agreement for the bargain above ſpecified. Saving only that it is agreed between the ſaid parties, That if the ſaid *T.* and *T.* or the Survivor of them will upon their Faith and Conſciences ſay and affirm, at the clear finiſhing of the Premiſſes in form aforeſaid, that they then are loſers by the ſaid Bargain, that then upon ſuch ſaying and affirmation of the ſaid *T.* and *T.* or of the Survivor of them, he the ſaid *R.P.* his Executors or Adminiſtrators, upon reaſonable requeſt therefore made, ſhall and will freely give to the ſaid *T.* and *T.* or to the Survivor of them, the Sum of 4 l. of, &c. as of the clear gift and free good will of the ſaid *R.* *And* the ſaid *T.* and *T.* covenanteth, &c. That they the ſaid *T.* and *T.* or the Survivor of them, ſhall begin to erect and ſet up the ſaid new frame, at or before the laſt of *A.* next, &c. without fraud or further delay. In Witneſs, &c.

The Street ſide of the building to be punchiond and ſpace. The frame to anſwer the plat Doors and Partitions.

Conſideration for the building.

A ſum in hand. The reſt at days.

If the Workmen be looſers, then to have 4 l. more given them.

Articles of Agreement amongſt Creditors, for levying their Debts due by their Debtor.

ARticles *Tripartite* Indented of Agreements made and agreed upon the 16th day of *M.* in the 23d year, &c. Between the Creditors of *M.F.* late Cit. and *M.* of *L.* deceaſed, whoſe names together with their debts to them ſeverally owing by the ſaid *M.* are ſpecified in a ſeveral Schedule to every part of theſe preſents ſeverally annexed, on the firſt part, and *A.M.* Cit. and *M.* of *L.* a Creditor alſo of the ſaid *M.* on the 2d part, and *E.F.* of *L.* Wid. late wife of the ſaid *M.F.* on the 3d. part, in manner and form following, *That is to ſay*,

Creditors agreement to A. take Administration.

First, The said Creditors, and every of them have agreed, and by these presents do agree to and with the said *A.M.* and *E.F.* that the said *A.* shall and may have and take the Administration of all the Goods, Chattels, and Credits which were of the said *M.F.* deceased, according to the Ecclesiastical Laws of this Realm, thereof to dispose and administer according to the tenure of these present Articles, and no otherwise. 2. Item, That in consideration of such pains as the said *A.* shall take about the said Administration, upon his true & reasonable account thereof making before such Auditors as the said Creditors, or the more part of them shall assign to take the said account, shall have allowance of all his reasonable costs and charges, as well by Suits of Law as otherwise, by him to be defrayed about the said Administration, and moreover 4 *d.* of every 20 *s.* in value whereof he shall Administer: *And also*, that the said *A.* at every Dividend making shall and may retain for his own debt owing by the said *M.F.* such rate and portion according to the quantity of his debt, as he shall divide and pay to the other Creditors according to the quantity of their debts severally. 3. Item, *Whereas* there are 2 several Recognizances of 400 *l.* apiece, wherein the said *M.* and others for the only debts of the said *M.* did stand bound to *W.L.* deceased, for payment of 600 *l.* and one other Recognizance wherein the said *M.* stood bound to *L.D.* of *L.* for discharging of 200 *l.* That first before any Dividend making, and so soon as mony may and shall be made of the Goods, Chattels and Debts of the said *M.F.* deceased to be Administred, the said *A.M.* shall pay to the Administrators of the said *W.L.* towards the satisfaction of the said 600 *l.* 2 *s.* of every pound thereof; that is to say, 60 *l.* and to the said *L.* towards the satisfaction of the said 200 *l.* 2 *s.* of every pound thereof, *that is*, 20 *l.* over and above their several portions upon the Dividend to be had, with the several Creditors aforesaid. 4. Item, That the said *A.* shall likewise before any Dividend, pay to the said *E.F.* for satisfaction of her Title of Dower in the late Mansion-house of the said *M.F.* situate in St. *L.* Lane in *L.* 40 *l.* or so much Stuff to that value, and for the Funeral charges of the said *M.* 38 *l.* 12 *s.* 6 *d.* and also shall deliver to the said *E.* to her own use, or suffer her to detain and keep to her own use and behoof, all her Apparel and Ornaments belonging to her body, and such other things as she and the Creditors have agreed, as may appear by Writing under their Hands. 5. Item, That before any Dividend, the said Creditors or some of them, with the said *A.M.* do pay, or take order with *C.* for the debt to him owing by the said *M.F.* for the duty of the Kings Majesties Custom. 6. Item, That the said *A.* so soon as reasonably may be, after the Letters of the said Administration to him had, with and by the consent, and in the presence and oversight of *W.S.* Hab. *H.R.* Mer. *J.C.* Hab. and *R.B.* Mar. or 3 of them, shall cause all the Goods, Chattels and Debts within the Realm of *England* which were of the said *M.* at his decease to be viewed, cast & prized by indifferent persons, and a true Inventory thereof, to be made according to the usual Custom in such cases used in the City of *L.* 7. Item, The said *E.* for her part shall & will use all her best endeavour to the revealing of all and singular the

Allowance to the Administr.

To pay for title of Dower and for Funeral Charges.

A. to take order with C. for a debt due for the Kings Custome.

Persons to view Goods and Debts which were of the Testator at his decease.

the Goods, Chattels, and Debts of the said *M.* to the said *A. M.* and the other persons aforesaid, without any default or dealy on her behalf. 8. Item, That after the said Goods, Chattels and Credits of the said *M.* shall be so viewed, cast and praised, and an Inventory thereof made as aforesaid, and by the first 5 Articles of these presents considered of & provided for, according to the true meaning thereof: That then as well first to the satisfying of the Contents of the said 5 Articles, and the Contents of every of them, as then afterwards towards the equal payment of all the said Creditors, the said *A.* shall by the consent and oversight of the said *W. S. H. R. J. C.* and *R. B.* or any two of them, make such speedy Sale to the best value of all the Goods and Chattels which were of the said *M.* within the Realm of *England*, other than of such as be appointed for the said *E.* as aforesaid, and make such speed to gather in, and get such Debts as were owing to the said *M.* as he reasonably can or may do, and then the Contents of the first 5 Articles, first provided unto, and satisfied, according to the true meaning of the same, shall from time to time proportion and divide all the rest that shall be come to his hands at any time, of the Goods, Chattels and Debts of the said *M.* unto every of his said Creditors, rate and rate like, according to the quantity of their several Debts, and upon resonable request and proof of their several reasonable Acquittances for their particular Receipts, shall and will make to every of them undelayed payment accordingly from time to time, as often as he the said *A.* shall have any thing whereof such Dividend may be made, til all the said Creditors shall be paid and satisfied of their said Debts, if the Goods, Chattels and Debts of the said *M.* will so far extend. 9. Item, It is agreed, That the said *H. R.* shall enjoy all such Goods and Debts which were of the said *M. F.* and which the said *H.* hath now attached beyond the Seas, the same to be towards the payment of such Debts, as the said *M.* did owe there, to be paid to the said *H.* and thereof the said *H.* so soon as may be, to shew the Account to the said *A. M.* and 6, 4, or 3 of the said Creditors at the least; and if more be recovered beyond the Seas by the said *H.* of the Goods or Debts of the said *M.* then the Debt which the said *M.* did owe, to be paid there to the said *H.* that then he will accept the overplus in part of payment of his Debt in *England*, and remain Creditor here in *England*, for so much the less to charge the Administrator of the said *M. F.* 10. Item, * That none of the parties aforesaid shall or will do or procure any thing to be done by any Suit, Action, or Attachment against the said Administrator, or any other within the Realm of *England*, whereby the performance of these Agreements shall or may in any part be impeached, troubled, let, or hindred, and that every of them shall dissolve and relinquish all and every former Suits and Attachments whatsoever had or made, which shall or may let or prejudice the true fulfilling of the said Agreements contained in these presents, or any of them. 11. Item, † The said *A. M.* doth agree to take upon him the said Administration, and thereof to Administer truly and faithfully according to these present Articles. And that if there shall come sufficient to his hands to satisfie all the Creditors of the said *M. F.* that then if any thing shall remain to him moreover

E. to use her endeavour for revealing the Goods and Debts. After praised and inventoried in the first 5 Articles aforesaid, and then equal payment of all the said Creditors.

**Covenant, that none of the said Creditors do or procure any thing to be done against the Administrator to impede the performance hereof.*

† Covenant truly to Administer to satisfie what comes to his hands more than this agreement to E. F. the wife of M. she upon the Receipt putting in surety to the said Administrator, to repay what shall afterwards be recovered by any other Creditors not parties to these Articles.

moreover and above this Agreement, that then upon reasonable request and discharge thereof to him given, he will truly yield all that so remaining moreover unto the said *E.F.* for her own use, the said *E.F.* upon the receipt thereof putting in reasonable Surety to the said Administrator with her own Bond to repay the same, or so much thereof as shall be lawfully and truly recovered by any other Creditor of the said *M.* 12. Item, If any other Creditor or Creditors of the said *M. F.* not party to these Articles of Agreement, do at any time commence any Action or Suit against the said *A.M.* as Administrator of the Goods and Chattels of the said *M.F.* and that the said Creditor or Creditors shall thereby lawfully without practice, fraud or covin, recover any of their debts against the said Administrator. Then it is further agreed, That if the Creditors aforesaid, parties to these presents whose debts by reason and means of this Agreement shall be in part paid accordingly, shall then out of their several Dividends, allow, satisfie and pay part and part-like unto the said *A.M.* so much of their parts, purpart and proportion as shall be received upon this Agreement, to satisfie and discharge the said debt, damages and costs thereof so to be lawfully recovered whatsoever the said *A.* contributing according to his rate toward the same. 13. Item, It is further agreed, That if any other the Creditors of the said *M.F.* not party to this Agreement, do commence any Suit or Suits against the said Administrator, then the said Administrator shall thereof give notice and Certificate unto the said Creditors, parties to these present Agreements, or to 2 of them at the least, to the end they may joyn with the said *A.* in defence of the said Suit whatsoever, for the best and common Commodity of all the said Creditors. All and singular which Agreements aforesaid, and every Article and Clause thereof, every one of the parties aforesaid on their several behalfs, as far as in them reasonably shall be, for them and their several Executors and Administrators, do covenant, grant, and promise to and with all and every other of the parties aforesaid, and their several Executors and Administrators, well and faithfully to hold, do, accomplish and perform without any fraud or deceit. *In Witness whereof* to one part of these presents, remaining towards the said Creditors, the said *A.M.* and *E.F.* have set their Seals; and to the 2d part thereof, remaining with the said *E.F.* the said Creditors, and the said *A.M.* have, &c. And to the 3d part, &c. The said Creditors, and *E.F.* &c.

All the partits to these presents to contribute to their dividend.

upon notice of A. the Administrator to the said other Creditors parties hereunto, shall joyn with him in defence of any Suit whatsoever.

All to perform the said Agreement.

Articles

Articles of Agreement between Debtors and their Creditors, about Compoſition for Debts.

ARticles of Agreement indented, had and made the 16th day of *D.* &c. Between *G.H.* of *B.* Merchant, and *A.J.* Partner with the ſaid *G.* in their Trade and Traffick on the one part, and all thoſe their Creditors, Inhabitants of the City of *L.* who have ſubſcribed their names to theſe preſents on the other part, for and touching the ſeveral Debts which the ſaid *G.* and *H.* or either of them do owe unto their ſaid Creditors, or to any of them, as hereafter in theſe Preſents is particularly expreſſed and declared, *viz.*

Recital of G. and H. loſs.

FIrſt, where the ſaid *G. H.* hath conſtantly affirmed and alledged unto the ſaid Creditors, that the ſaid *G.* and *H.* have lately loſt in their ſaid Trade and Traffick, to the value of 3629 *l.* 15 s. 4 d. and have ſhewed forth particulars thereof in writing, with further affirmation alſo, that their Creditors in the North parts of this Realm, already have agreed, and thoſe their Creditors of the Weſt parts will alſo immediately conclude and agree with them for all their Debts, in like form and manner, to the agreement made by theſe preſents, upon and under condition, that the Affirmations and Allegations aforeſaid, ſhall be found to be true, and in no part feigned and untrue: All the ſaid Creditors of the City of *L.* and every of them ſeverally, have agreed to accept and take only after the rate of 10 ſhillings upon every pound of the ſeveral Debts to them ſeverally owing by the ſaid *G.* and *H.* to be paid to them in form following, *viz.* One 3d part thereof on the 26th of *J.* which ſhall be in the year of our Lord God according to the computation, &c. the ſecond third part thereof on the 26th of *J.* &c. and the laſt third part thereof on the 26th of *J.* &c.

Creditors of London *accepts of* 10 s. *per pound to be paid.*

Item, The ſaid *G.* and *H.* have promiſed and agreed to & with the ſaid Creditors, parties to theſe preſents; and to and with every of them, that they the ſaid *G.* and *H.* before the laſt day of *J.* next coming, ſhall make, Seal and deliver to every of the ſame their Creditors of *L.* ſeveral Bonds, by their lawful and ſufficient Obligations, with penalties of double the value of their ſeveral Debts, according to this preſent agreement, to be paid in manner and form aforeſaid; and that every of the ſaid Bonds and the Conditions of the ſame, ſhall be to ſuch effect in Law, that upon default of any of the ſaid ſeveral payments therein to be mentioned, or of any part thereof, the ſame Obligation ſhall become forfeit.

G. and H. Covenant to Seal Obligations with penalties of double value of their ſeveral Debts, to be paid according to agreement.

And further the ſaid *G.* and *H.* have agreed and premiſed, that they, nor either of them ſhall at any time before full payment had and made of all their Debts, according to their Agreement made by theſe Preſents, ſue or procure, receive

G. and H. not to hinder the Creditors to recover & receive the Debts, if the said Bonds be forfeited, and Covenants not to depart the Realm, or conceal themselves, or use the defence of any priviledg against the said Creditors.

receive or put in practice any manner protection, prohibition, stay or defence, which shall bar, prejudice or hinder the said Creditors or any them to have, recover or receive their several Debts according to this agreement and several penalties of the several Bonds to be made as aforesaid, if they or any of them shall fortune to be forfeit, as well against the said *G.* and *H.* as also against their Heirs, Executors and Administrators. **Item,** The said *G.* and *H.* have further promised and agreed, that they, nor either of them shall depart this Realm, nor in any place within this Realm conceal or keep themselves secret, or use the defence of any priviledged place, against their said Creditors, of the City of *L.* or any of them, but from time to time shall be ready upon Request, or other notice, to yield their bodies to their said Creditors, or any of them, until they shall have duly paid and contented to them and every of them, their several Debts to them severally growing payable by force of this agreement. *And* that for the performance of this Article, the said *G.* and *H.* before the 2d day of *F.* next coming, shall become bound to the same their Creditors, with sufficient Sureties with them of, &c. by their lawful and sufficient Writings Obligatory to the said Creditors or some of them, before the said 2d day of *F.* whole and safe to be delivered. **Item,** The said Creditors of the City of *L.* have agreed severally every one for his own part, that the said *G.* and *H.* and their Executors, from the Sealing and delivery of these new Bonds, by them severally to be Sealed and delivered as aforesaid; shall stand acquitted and discharged against every such Creditor, upon his Receipt of the new Bond, of and for all the old debt to him due by the said *G.* and *H.* or either of them, and that then every of the same Creditors so receiving such new Bond, shall deliver to the said *G.* or *H.* all such old Bonds as they now have of the said *G.* and *H.* or either of them, to be cancelled; & also that the said Creditors or any of them in the mean time, shall not between this and the said 2d day of *F.* sue, vex or molest in the Law, the said *G.* and *H.* or either of them. **Item,** For and in consideration of so great pity and favour by the said Creditors, extended towards the said *G.* and *H.* in the Premisses, they the said *G.* and *H.* and every of them, have agreed and promised for themselves, their Executors and Administrators, that if ever hereafter it shall please God to make them able thereunto, that they will make full recompence to all and every their said Creditors, of and for so much of their said several Debts aforesaid, as now by force of this agreement, and tenor of these presents, do stand to them acquitted and discharged. **And** finally, as well the said Creditors of the City of *L.* parties to these presents, as also the said *G.* and *H.* for themselves, their Heirs, Executors and Administrators, and every of them, have agreed and promised together every of them severally for his own part one to another, That they and every of them, his Heirs, Executors, and Administrators, for his own part, so far as toucheth and concerneth the same, shall and will truly and uprightly perform, fulfil and accomplish the agreements, promises and conclusions specified in these presents, according to the true meaning hereof, without any manner of Fraud or Covin. **In Witness whereof** to one part of these presents, remaining with the said *G.*

Agreed that G. and H. and their their Execut. shall, from the sealing and delivery of the said new Bonds stand acquitted and discharged against every such Creditor, &c. and the Creditors to deliver all the old Bonds up to G. and H. to be cancel'd, and until the 2d of F. shall not sue vex, or molest in the Law the said G. H. or either of them.

G. and H. promise, if ever able, to make full recompence.

Creditors for themselves & Heirs. Covenant uprightly to perform these Agreements without fraud.

and

and *H.* the ſaid Creditors of the City of *L.* ſo many as have agreed to the Premiſſes, that is to ſay *F.B.* and *A.N.* Citizens and Aldermen of *L.* Dame *J.W.* of *L.* Wid. *A.G.* Citizen and Ironmonger of *L. W.R. C.H.* &c. Citizens and Merchant-Taylors of *L. R.H.* and *T.B.* Citizens and Cloath-workers of *L. F.H.* and *J.R.* Citizens and Drapers of *L.* and *G.H.* of the ſame City Salter, have ſeverally ſubſcribed their names, and ſet their Seals, and to the other part of theſe Preſents, with the ſame Creditors remaining, the ſaid *G.* and *H.* have ſet their Seals: *Given*, &c.

An Indenture where a Citizen of London *dieth, having divers Debts owing him beyond the Sea, his Executor covenanteth with his Wife, (who is to have a 3d part thereof) to ſet his Factor to gather them in, and always as they ſhall be gotten, to anſwer the Woman her part accordingly.*

THis Indenture, &c. Between *A.C.* of *L.* Wid. late the wife of *J.C.* Citizen and Ironmonger of *L.* deceaſed on the one part, and *H.S.* Executor of the laſt Will and Teſtament of the ſaid *J.C.* on the other part, *Witneſſeth*, that whereas there are Debts which were owing to the ſaid *J.C.* at the time of his deceaſe, and payable at *Hamburg* in the parts beyond the Sea in *Flemiſh* mony, amounting to the Sum of 1879 *l.* and 4 *s.* of that mony, which is all grown due to have been paid before this time, whereof one full 3*d.* part, *that is to ſay*, 626 *l.* 8 *d. Flemiſh*, by the Cuſtom of this City of *L.* doth belong and appertain to the ſaid *A.* It is now covenanted, concluded and agreed between the ſaid *A.* on the one part, and the ſaid *H.S.* on the other part, for themſelves, their Executors, Adminiſtrators, Factors, Deputies and Attorneys, in manner and form following, *That is to ſay*, That the ſaid Sum of 1879 *l.* 4 *s. Flemiſh*, ſhall be ſet down and rated in the Inventory to be made here in *Engl.* of his Goods, Chattels and Debts, at 24 *s. Flemiſh*, to every pound *Engliſh*. In conſideration whereof, the ſaid *H.S.* doth covenant and promiſe to give, preſent and direct orders to *T.B.* who hath now the doing of the buſineſs of the ſaid *A.* at *Hamburgh* aforeſaid, to collect & gather in the ſaid mony there payable with all expedition, and that upon requeſt the ſaid *T.B.* ſhall weekly, from week to week, declare and give true Report to ſuch Perſon or perſons, as the ſaid *A.* ſhall appoint to require the ſame, how much of the ſame debt he hath received the week before or otherwiſe at any time, and the day of the Receipt thereof, and of whom the ſame and every part thereof was received, and what doth there remain thereof unpaid, to the intent the ſame *A.* may have plain underſtanding to require her juſt part thereof, to her due as aforeſaid. And further, That he the ſaid *H.S.* his Executors, Adminiſtrators, Agent, Deputies, or Attorneys, ſhall from time to time upon every particular Receipt of the ſaid Debt

Recital.

Covenant.

Debt 1879 l. 4 s. *Flemish*, or any part thereof, content or pay, or cause to be contented and paid to the said *A.* her Executors or Administrators, here in this City of *L.* at her dwelling-house, her full 3d part of all and every such Sum or Sums so received as aforesaid, within 2 Months next after any several Receipt of the same, in lawful *English* Mony; *That is to say*, For every 23 s. 8 d. *Flemish*, 20 s. *Eng. Provided always*, and yet nevertheless, it is further covenanted and agreed between the said parties, that if at any time after the expiration of 2 Months next following from the date of these presents, the said *A.C.* shall lawfully constitute and appoint her Attorney for her and in her name, to take and receive of the said *T.B.* or of any other Deputy or Attorney, to remain for the said *H.* at *H.* aforesaid, the residue of such part of the said Debts as then shall be due, and remain unpaid to the said *A.* or for her use, that then the said *T.B.* or other said Deputy or Attorney of the said *H.* shall upon reasonable Request to be made by the said Attorney of the said *A.* well and truly content and pay to the same Attorney, for the use of the same *A.* all the said residue of her part aforesaid, of the said Debts in *Flemish* Mony here in *H.* from time to time as it shall be received, without Fraud or Covin. *In Witness*, &c.

Covenant to satisfie the Attorney as the money is recovered.

An Indenture between the Overseers of a Will, and one that marrieth the Wife, and Executrix of the deceased, concerning the Childrens Portions.

THis Indenture, &c. Between *J.C.* Minister of the *French* Church, and *L.H.* of *L.* Stationer, Overseers of the Testament of *G.G.* deceased, on the one part, and *J. de H.* of *L.* Hat-maker, on the other part, *Witnesseth*, That *whereas* the said *G.* on the 25*th.* day of *J.* in the 7*th.* year of the Reign, *&c.* did make and declare his last Will and Testament in writing, & thereby amongst other things, after his Debts, Funeral, and Legacies paid, did give the one Moiety of all his Goods, as well on this side as beyond the Seas, to his Son *J.* (who is now deceased) and to the Child which his Wife then went with (who now is living, and is named *E.*) willing that if one of those Children did decease, that then the other should inherit the part and portion of the so deceasing; Willing *moreover*, that if his Wife should marry again, that then the Childrens Portions should be at the disposition of the Overseers; And that if both his Children should decease, that his wife should have all, and that she should shew her self pitiful to the Poor of the *French* Church, as by the said Testament amongst other things will appear. And now, for and in consideration of Marriage to be had and solemnized between the said *J. de H.* and *E.G.* late the Wife of the said *G.G.* and Executrix of his last Testament aforesaid, and for the faithful performance of the said Testament of the said *G.* duly to be performed, according to the Tenor and Effect thereof. The said *J. de H.* for him, &c.

Recital of the Will.

covenant-

covenanteth,&c. to and with the ſaid *J.C.* and *L.H.* their Executors, and Adminiſtrators, and every of them by theſe Preſents, That he the ſaid *J.de H.* at or before the 29th of *S.* now next coming, ſhall well and truly deliver,or cauſe,&c. into the Ordinary Court (where of right it belongeth) a true and faithful Inventory of all the Goods, Chattels and Debts whatſoever and whereſoever, that were of the ſaid *G.* or to him were owing at the time of his deceaſe; And alſo a true Copy of the ſaid Inventory,to the ſaid *J.C.* and *L.H.* before the ſame day, plainly and legibly written. And that he the ſaid *J.* his Executors,or Adminiſtrators, ſhall and will well and truly pay,or cauſe,&c.to the ſaid *E.* Daughter of the ſaid *G.* & of the ſaid *E.* his Wife,in good and lawful mony of *England*, at the day of her Marriage, or of the age of 21 years,firſt happening,or ſooner,to any other perſon or perſons for her uſe,& to ſuch further uſe as is appointed by the Teſtam. of the ſaid *G.* if the ſaid *J.C.* and *L.H.* ſhall think it ſo meet, and ſo aſſign & appoint the full Moiety, and one half of the full value of all the ſaid Goods and Chattels,which were of the ſaid *G.* (the Debts by him owing, and the charges of his Funeral, & his Legacies given by him in his ſaid Teſtam. firſt being deducted and abated from all the whole Goods, which were of the ſaid *G.*) And that if it do fortune the ſaid *J. de H.* to deceaſe, & the ſaid *E.* the Mother him to ſurvive; That then he the ſame *J.* ſhall leave to the ſaid *E.* the Mother,ſo much in Goods,Chattels, & ready mony,of the proper Goods of the ſame *J.de H.* which ſhall come to the hands, cuſtody,uſe, & free enjoying of the ſaid *E.* to her own uſe & commodity, as by the leaſt ſhall amount & come to the value of one full Moiety of all the ſaid Goods & Chattels,which were of the ſaid *G.* her late Husband. And if it do fortune the ſaid *E.* the Mother to deceaſe,leaving no more or other Children of her body begotten than only the ſaid *E.* her Daughter, that then the ſaid *J.* his Executors, or Adminiſtrators, ſhall further yield and deliver to be paid to the ſaid *E.* the Daughter,at the ſaid time of her Marriage,or age of 21 years firſt happing,20 l. of &c.over and above her part and portion aforeſaid, & then immediately upon the deceaſe of the ſaid *E.* the Mother, or within 6 months after the ſame deceaſe, ſhall deliver and beſtow the ſame *E.* the Daughter, and all the ſaid part and portion, where the ſaid *J.* and *L.* or the ſurvivor of them, or their Executors ſhall appoint and think convenient: And that then alſo the ſaid *J.* his Executors, or Adminiſtrators ſhall moreover give and pay unto *A.B.* & *C.* Sifter of the ſaid *E.* the Mother of the ſame *A.* being then living 10 l. of,&c. and other 10 l. to &c. if the ſame, &c. be then living: And that if it do fortune the ſaid *E.* the Daughter to deceaſe, and the ſaid *J. de H.* and the ſaid *E.* his Wife her to ſurvive, that then the ſaid *J. de H.* or the ſaid *E.* his Wife, or their Aſſigns, ſhall within, &c. next following the deceaſe of the ſaid *E.* the Daughter, give and pay to and amongſt the Poor people of the *French* Church of *Lond.* 20 Marks of, &c. And alſo that if it doth fortune both the ſaid *E.* the Mother, and *E.* the Daughter to deceaſe, and the ſaid *J. de H.* them to ſurvive, that then he the ſaid, &c. ſhall and will give and pay unto, &c. and unto, &c. In Witneſs, &c.

Covenant to deliver a true and perfect Inventory of the Goods, Chattels and Debts, &c. and to pay to E's Children at the day of Marriage, or at 21. &c.

If J. de H. deceaſe and E. the Mother ſurvive, then J. to leave her ſo much in Goods & Chattels, and ready mony of the proper Goods of the ſame J. de H. which ſhall come to the hands of E. to her uſe, as ſhall come to the value of one Moiety of all the ſaid Goods, which were of the ſaid G. her late Husband. If E. deceaſe firſt, leaving no more Children of her body than only the ſaid E. her Daughter, that then J. his Executor ſhall pay at the time of the Marriage 20 l. over and above her part and portion aforeſaid.

An Indenture of Covenants amongst three persons having a Lease that every of them shall bear a third part of Rent and all Charges, &c.

This Indenture tripartite, made, &c. between *P.C.* Cit. and Skin. of *L.* on the first part, & *T.L.* Cit. and Merchant-Taylor of *L.* on the 2d. part, and *T.R.* Cit. and Skinner of *L.* on the 3d part, **Witnesseth**, That *whereas* the said parties are, and stand possessed of, and in the said Messuage, Inn and Tenement called the *S.* situate and being in the Parish of St. *C.* nigh the Temple-Bar, in the County of *M.* and of and in all & singular Houses, Buildings, Shops, Cellers, Waste Grounds, Entries, Issues, Ways, & other Commodities, Rents and profits to the same belonging: *That is to say*, Every of them, of a full 3d part of all and singular the Premisses, into 3 equal and even portions to be divided, for and during the several terms hereafter mentioned; *That is to say*, for and during the term of 13 years mentioned and granted, in and by a certain Indenture of Lease, dated, &c. made by one *M.M.* Wid. to the said *P.C.* of and touching the Premisses, which Term did commence at the Feast of *C.* &c. then last past, before the date of the said Term, and for and during the term of 30 years mentioned and granted in, and by the Letters Patents of our said Sov. Lord the Kings Majesty, under his Highness Great Seal of *England* dated, &c. granted by our said Sovereign the Kings Majesty, to *C.H.* Esq; of and in the Premisses, as by the said Indenture of Lease, and Letters Patents aforesaid, and sundry other Conveyances thereupon had and made, more at large it doth and may appear. It is now covenanted, granted, concluded and agreed by and between the said Parties, and every of them, and every of them severally by himself, and for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with each other of them, his Executors, Administrators and Assigns by these presents, That they and every of them, for himself, & the Executors, Administrators and Assigns of every of them, for his, their and every of their parts, shall not only well and truly content and pay, or cause, &c. the full 3d part and portion of all and singular such yearly Rents, as are reserved in and by the said Indenture of Lease and Letters Patents aforesaid, or either of them, at the days, times and places limited and appointed for the payment thereof, and that from time to time, for and during all the said several Estates and Terms of years before-mentioned; But also shall at all times hereafter, and from time to time, for and during all the terms aforesaid, pay, bear, allow, and disburse every one of them, the full third part and portion of all such Sum and Sums of Mony, and other charges whatsoever as shall grow due or payable, or shall be convenient or necessary to be born or paid, for the reparations of the Premisses, or for recovery or defence of the Title thereof, or of any parcel thereof.

How possessed.

Mutual Covenants for payment of their several proportions of Rent.

And also third part of the charge by each.

And

And alſo ſhall condeſcend and agree to all and every ſuch Actions, Suits, and other Act and Acts which ſhall be neceſſary or convenient to be attempted, proſecuted or done, for touching or concerning the Premiſſes, or any part or parcel thereof, tending to the profit or benefit of the ſaid Parties: And ſhall not do, procure, or cauſe to be done, any Act or Acts, Thing or Things, whereby, or by reaſon whereof, the Eſtate, Intereſt, Title, or Term of years, of the ſaid other Parties, or any of them, of, and in the Premiſſes, or any parcel, ſhall, or in any wiſe may be impaired, hindred, determined, avoided or forfeited, except it be by and with the conſent and agreement of each other of them, in that behalf firſt had and obtained in Writing, under his or their Hands and Seals: In Witneſs, &c. *Not to prejudice their Title.*

An Indenture of Covenants, where five perſons have laid out a Sum of Money upon a Leaſe in Mortgage; That every of them ſhall have equal and rateable benefit in the Leaſe, &c.

This Indenture, quinque-partite, made, &c. Between *W. D.* of *L.* Alderman, on the firſt part, *M. C.* of *L.* aforeſaid Alderman, on the 2d part, *A. S.* of *L.* aforeſaid Mercer, on the 3d part, *T. A.* of *L.* aforeſaid on the 4th part, and *W. G.* of *L.* aforeſaid Ironmonger, on the 5th part, Witneſſeth, That *whereas* the Right Honourable *H.* Earl of *H.* by his Indenture of Leaſe, dated 21 of *J.* now laſt paſt, for and in conſideration of making aſſurance to the Parties aforeſaid, their Executors and Aſſigns, for the payment of 6000 l. of, &c. to them to be paid at any time within 6 years next after the date of the ſame Indenture of Leaſe, hath demiſed, granted, and to Farm letten unto the ſaid Parties, all that his Mannor and Lordſhip of *A.* in the County of *A.* with all and ſingular the Appurtenances, and all Lands, Tenements, Rents, Reverſions, Services and Hereditaments whatſoever, to the ſaid Mannor belonging or appertaining, or occupied, uſed, demiſed or Leaſed, as part, parcel, or member of the ſame, or reputed, taken, counted or known as any part or member thereof: To have and to hold the ſame Mannor, &c. unto the Parties aforeſaid, their Executors and Aſſigns, from the day of the date of the ſaid Indenture of Leaſe, for, and during the term of a 100 years, without any manner of Rent therefore paying, under the condition of the ſaid Indenture mentioned and declared, which is for the ſure payment of the ſaid Sum of 6000 l. to the Parties aforeſaid, their Executors or Adminiſtrators to be paid, as by the ſaid former Indenture plainly, and at large may and will appear. And whereas, the ſaid Sum of 6000 l. is not yet fully paid by the ſaid Parties, to the ſaid Earl, or his Deputy or Deputies, in his Name, to his Lordſhips uſe, as he ſhall have need thereof, or of any part thereof; either of the ſaid Parties themſelves, or ſome of them, or elſe ſome other unto whom the ſaid Parties, or ſome of them, ſhall become bound for the payment thereof. Now, to the intent it may always appear, *Recital.* *Habend.*

What, and how much the ſaid Earl, or any for him, or in his Name, hereto-fore hath had or received, or hereafter ſhall have or receive of the ſaid Sum of 6000 l. at the hands of the Parties aforeſaid, or any of them; They the ſaid Parties, have accorded with the ſaid Earl, to make a ſeveral Roll indented betwixt every of the ſaid Parties ſolely by himſelf on the one part, and *C. S.* Gent. Servant of the ſaid Earl, and now Agent of his buſineſs here in *L.* on the other part. In which ſeveral Rolls ſhall be ſeverally expreſſed, all ſuch Sum and Sums of Money, as ſuch party keeping ſuch Roll hath lent, delivered, or been bound for, or hereafter ſhall lend, &c. in the behalf of the ſaid Earl, as ſhall be otherwiſe payable by the ſaid Earl, to ſuch party, to ſuch Rolls aforeſaid. And, to the intent, that the ſaid Parties amongſt them all, ſhall not defraud, or charge themſelves for the ſaid Earl, upon the aſſurance of the Leaſe aforeſaid, with any more money or further then the ſaid 6000 l. ſhall ſuffice to ſatisfie all and every the ſaid Parties, their Executors and Adminiſtrators, as well for the principal Debts and Bonds by them made, or to be made as aforeſaid: As alſo for all Intereſts for the forbearing of any the Sum or Sums of money aforeſaid, the ſaid Parties, and every of them, for himſelf, his Executors Adminiſtrators and Aſſigns, doth covenant and grant, to, and with all and every the other of the ſaid Parties, and their ſeveral Executors and Adminiſtrators, in mannner and form following; That is to ſay, That every of them, for his ſeveral part, upon every reaſonable Requeſt and Requeſts of any other the ſaid Parties, his Executors, Adminiſtrators or Aſſigns, ſhall and will ſhew forth to the party, his Executors, Adminiſtrators or Aſſigns, making ſuch Requeſt, his part of the Roll indented aforeſaid, ſo as He or They making ſuch Requeſt, may ſee, peruſe, and read the Contents thereof. And that none of the Parties aforeſaid ſhall defray upon the Aſſurance of the ſaid Leaſe, for his one ſeveral part above the Sum of 1000 l. until he ſhall firſt have made the ſaid other Parties privy thereof. And alſo, they the ſaid Parties, or any of them, or their ſeveral Executors or Adminiſtrators, ſhall not make any Surrender of the ſaid Leaſe, or any Releaſe, Acquittance or other Diſcharge, of, or for the ſaid Sum of 6000 l. or any part thereof, or knowledge any Receipt, thereof, or of any part thereof, in, or to the avoiding or determining of the ſaid Leaſe, without the Joynt aſſent and conſent, in and by Writing of all the other Parties, their Executors, Adminiſtrators or Aſſigns. And alſo, that if any the ſaid Parties do happen to deceaſe before he ſhall be fully and truly paid, and ſatisfied by the ſaid Earl, his Heirs, Executors, Adminiſtrators or Aſſigns, of, and for all and every Sum and Sums of Money to be contained and expreſſed in his part, of ſuch Roll indented as aforeſaid, towards him the ſame party remaining, That then the Survivors, and the Survivor of all the ſaid Parties, his Executors, Adminiſtrators and Aſſigns, ſhall aſſent, agree and ſuffer, that the Executors and Adminiſtrators, of every ſuch party ſo deceaſing, having any Sum or Sums of Money unpaid, and expreſſed in ſuch his part of ſuch Roll indented, with him remaining as aforeſaid, ſhall, and may have and enjoy ſuch Benefit, Advantage and Commodity, of, and by the ſaid Leaſe, and the Mannor and Lordſhip, Lands, Tenements and Hereditaments, with their Appurenances thereby demiſed as aforeſaid, as the ſaid party ſo deceaſing

To make no Surrender.

ſaid, ſhould and might, or in right and equity ought to have had or taken thereof or thereby, if all the ſaid Parties ſhould have lived together, and they, or any of them had made no manner of Grant, Alienation, or Encumbrance of the Premiſſes, or any part thereof: And finally, every party of the Parties aforeſaid, for himſelf, &c. doth Covenant, &c. to, and with, &c. In pur ueen Covent. eſt, That they, the ſaid Parties, nor any of them, their Executors, Adminiſtrators or Aſſigns, ſhall do, knowledge, or conſent unto, or cauſe to be done, knowledged or conſented unto any Act or Acts, Thing or Things, which ſhall or may hinder, bar, or prejudice the other parties, or any of them, or their ſeveral Executors or Adminiſtrators from the Premiſſes, or any part thereof, which they, or any of them, in equity and conſcience might or ought to have, to all, and every which ſaid Covenants, Articles and Agreements aforeſaid, on the ſeveral behalfs of every of the ſaid Parties, his Executors and Adminiſtrators, truly to be kept with every other of the ſame Parties, their ſeveral Executors and Adminiſtrators, of every of ſame Parties, doth bind himſelf unto every other of the ſaid Parties in the Sum of 2000 Marks of, &c. by every other of the ſaid Parties, by their Executors and Adminiſtrators, ſeverally to be had and recovered againſt him of the ſaid Parties aforeſaid, his Executors and Adminiſtrators, which, ſo, and on his or their own part ſhall make default, to perform the Covenants, Articles and Agreements aforeſaid, or any of them, according to the intent and true meaning of theſe Preſents, In Witneſs, &c.

Nont to do any thing to prejudict the other.

Obligation.

An Indenture, where one having taken a Leaſe of a Shop, and bought a ſtock of Wares therin upon Credit, for which Wares A. B. *giveth his Bond; the Buyer for* A. B. *his Indempnity Aſſigneth him the Leaſe, and entereth Covenant, that if he himſelf make default in payment,* A. B. *ſhall enter into the Shop, and ſeiſe all the Wares for payment of the Debt.*

This Indenture, &c. Between *T. C.* and *W. C.* Cit. and Haberdaſhers of *L.* on the one part, and *J. C.* Cit. &c. on the other part, Witneſſeth, That whereas *W. S.* Merchat-Taylor of *L.* by his Indenture of Leaſe, bearing Date, &c. Hath Demiſed, &c. unto the ſaid *T.* and *W. C.* all that Shop, with a little Yard, and a Warehouſes lying behind the ſame, late in the Occupation of *R. N.* Leatherſeller, and now in the Tenure of the ſaid *T.* and *W.* which have been parcels of the now Manſion, or Dwelling-houſe of the ſaid *W. S.* ſet, lying, and being in *W.* in the Pariſh of *A.* within the City of *L.* together with certain Implements, Ware-cheſts, Shelves, and leaden Weights at this preſent remaining within the aforeſaid Shop and Warehouſes, particularly expreſſed and mentioned in a Schedule indented, to the ſaid former Indenture annexed, (except, as in the ſaid former Indenture is excepted) To have and

Recitation of the Demiſe made to the Aſſignors.

The Habend.

to hold the ſaid Shop, little Yard, Warehouſes and Implements (except before excepted,) unto the ſaid *T.* and *W.* their Executors and Aſſigns, from the day of the date of the ſaid former Indenture unto the laſt day of *D.* then and now next coming, and from the ſame laſt day of *D.* unto the end and term of 4 years from thence, &c. And whereas alſo the ſaid *W.* by the ſaid former Indenture, hath bargained and ſold to the ſaid *T.* and *W.* a ſtock of Haberdaſhers Wares, amounting to the value of 200 l. for, and in conſideration whereof, and of the demiſe aforeſaid, and other things in the ſaid former Indenture ſpecified, the ſaid *T.* and *W. C.* have by the ſame Indenture covenanted and granted, to pay to the ſaid *W. S.* and his Executors, divers Sums of lawful, &c. at divers ſeveral days yet to come, at the ſaid Manſion houſe of the ſaid *W.* That is to ſay, on the laſt day of *D.* now next coming 7 l. and yearly after the ſame laſt day of *D.* during 4 years, from thence next following, for the Rent of the Premiſſes demiſed by the ſaid former Indenture 42 l. of, &c. on the Feaſt days of the Annunciation, &c. or on the 20th day, always next and immediately inſuing every of the Feaſt days aforeſaid, by even portions, and in full recompence, ſatisfaction and payment, of, and for all the ſaid ſtock of Wares 200 l. of, &c. in manner and form following, &c. as by the ſaid former Indenture containing divers other Covenants and Articles, more at large will appear. And whereas the ſaid *J. C.* at the ſpecial and earneſt Requeſt of the ſaid *T.* and *W.* with them, by one Obligation, bearing date as the ſaid former Indenture, is become joyntly and ſeverally bound to the ſaid *W. S.* in the Sum of, &c. of lawful, &c. for the performing, fulfilling, and obſerving of all and ſingular Covenants, Grants, Articles, and Payments mentioned in the ſaid former Indenture, for, or on the part of the ſaid *T.* and *W.* their Executors and Adminiſtrators, to be obſerved, performed, or fulfilled, as by the ſame Obligation and Condition thereof, more plainly may and will appear. Now the ſaid *T.* and *W.* for, and towards the indemnity and clear keeping harmleſs of the ſaid *J. C.* his Heirs, Executors, Adminiſtrators, and every of them, of, and from the ſaid Obligation, and of, and from all Demands, Coſts, Loſſes, Damages, or Troubles thereby or thereof to grow or ariſe, to, or againſt them, or any of them, by reaſon or means of the ſaid Obligation, have given, granted, aliened, bargained and ſold, and by, &c. do give, &c. unto the ſaid *J. C.* and his Aſſigns, for their own uſe, all the Eſtate, Right, Title, and Intereſt whatſoever, which they the ſaid *T.* and *W. C.* have, or either of them hath, of, in, and to the ſaid Shop, &c. in as large and ample manner as they the ſame had of the demiſe of the ſaid *W. S.* as above in theſe Preſents is recited, together with the ſaid former Indenture, containing the ſame Demiſe, and the ſaid *T.* and *W.* Covenant, &c. That they the ſaid *T.* and *W.* their Executors and Adminiſtrator, ſhall and will from time to time, truly pay, or cauſe, &c. to the ſaid *W. S.* his, &c. all and ſingular the Said Sums of Money, at the place, day and time, wherein the ſame ſhall be ſeverally payable, in manner and form above recited, without any default to be made of or in payment of any of the ſame Sums of Money, or of any part thereof contrary to the tenor and effect of the ſaid former Indenture, and that the ſaid *J. C.* his Executors and Adminiſtrators, ſhall, and may lawfully and quietly, from

Covenant for payment.

from time to time, from henceforth, till the end of the ſaid 4 years, enter into the ſaid Shop, Yard, and Warehouſes, ſee to, and peruſe all the Wares in the ſame; and that as often as the ſaid *J. C.* his Executors or Adminiſtrators, ſhall make requeſt thereof at the ſaid Shop, the ſaid *T.* and *W.* or the Survivor of them, ſhall ſhew and maintain to the ſaid *J. C.* their whole Eſtate, and all their Books of Accounts, without any fraud or covin; and that if the ſaid *T.* and *W. C.* their Executors and Adminiſtrators, ſhall make default in payment of any payment aforeſaid, or of any part thereof to the ſaid *W. S.* his Executors, &c. when the ſame ſhall be due, or if upon view of the Eſtate, and accompts of the ſaid *T.* and *W.* or of the Survivor of them; it ſhall appear, that they, or the Survivor of them, ſhall be inſufficient to obſerve and keep their payments then behind to the ſaid *W.* and his Executors, that then it ſhall and may be lawful to the ſaid *J.* his Executors, and Adminiſtrators, to enter into and poſſeſs the ſaid Shop, Yard, Warehouſes, Implements, Warecheſts and Weights, and to ſeiſe and poſſeſs all the ſtock of Wares in the ſaid Shop and Warehouſes then to be found, for, and towards the ſatisfaction of ſuch of the Sums of money aforeſaid, as then ſhall remain unpaid to the ſaid *W. S.* his Executors and Adminiſtrators, without any lett, reſiſtance, fraud, deceipt, or covin therein to be done or uſed to the contrary by the ſaid *T.* and *W.* or either of them, their Executors, Adminiſtrators, or any of them; and if the ſaid *T.* and *W.* their Heirs, Executors and Adminiſtrators, and every of them, for his and their part, ſhall hold, keep, and fulfil towards the ſaid *J. C.* his Executors, Adminiſtrators, all and ſingular Covenants, Grants, Articles and Agreements aboveſaid, on their, or any of their parts to be holden, kept or performed, according to the tenor and true intent of theſe Preſents to the ſaid *J. C.* Covenanted, &c. to and with, &c. that then one ſingle Obligation of, &c. of the date of theſe Indentures wherein the ſaid *T.* and *W.* are bound to the ſaid *J. C.* ſhall be clearly and utterly void and fruſtrate, and of no manner of force, ſtrength or effect, In Witneſs, &c.

To enter and poſſeſs the ſaid Shop for inſufficiency of performance.

An Indenture of Covenants, between a Man and a Woman to be married, where the Husband doth Covenant not to defeat the Wife of a third part of Goods after the Cuſtom, and to ſuffer her to make a Will, dying before him; and where the Woman hath aſſured Copy-hold Land, and entreth Covenants for Warranty.

This Indenture tripartite, &c. between *E. E.* Cit. and Grocer of *L.* on the firſt part, and *E. H.* and *H. J.* Cit. and Mercers of *L.* on the 2d part, and *E. F.* of *L.* Widdow on the 3*d* part, *Witneſſeth*, That for, and in conſideration of a Marriage to be ſhortly had and ſolemnized between the ſaid *E. E.* and *E. F.* It is covenanted, granted, concluded, condeſcended, and fully agreed, by, and between the ſaid parties, to theſe Preſents, in manner and form following, That is to ſay, That the ſaid *E.* for him, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them covenanteth, &c.

Conſideration.

Covenant that E. E. hath done nothing nor will do any Thing upon Fraud or Covin, to the intent to defeat E. his wife of such part and portion of Goods and Debts of the said E. E. as by the Law and Custom of L. to her might have been due, incident and belonging, as wife of the said E. E.

to, and with the said *E. H.* and *H. J.* and either of them, their and either of their Executors and Administrators, and every of them, by these Presents, That he the said *E. F.* hath not at any time heretofore done, nor shall at any time hereafter do or consent to any Act or Thing upon Fraud or Covin, to the intent to defeat the said *E.* of such part and portion of the Goods, Chattles and Debts of the said *E. E.* as by the Law and Custom of the City of *L.* to her should, or might have been due, incident or belonging, as Wife to the said *E.* if the said Act or Thing had not been had or done. **And further,** that she the said *E.* shall or may any time during the Coverture between her and the said *E.* without any lett or disturbance of the said E. or any other, by his means make and declare her Will or Testament, and thereby, or by any other Writing by her subscribed, give, bequeath, assign, or appoint to any person or persons, any Sum or Sums of Money, so as the same exceed not in the whole the value of 500 Marks, of, &c. And that if the said E. do over-live the said *Elizabeth*, that then his Executors or Administrators, shall and will within convenient time, next after reasonable Request in that behalf to be made, execute and perform, or cause, &c. the same her Will or Testament, Gift, Request, Assignment or Appointment, to any value not exceeding in the whole the Sum of 500 Marks, according to the true meaning of the said Will or Writing. And whereas she the said *E.* for, and in consideration of the Premisses hath heretofore surrendred all that the customary Messuage or Tenement, with the Appurtenances, now being in the Tenure or Occupation of *M.C.* Citizen and Alderman of *L.* or his Assigns, situate, lying and being in *H.* in the County of *M.* and all and singular other her customary Messuages, Lands, Tenements, and Hereditaments whatsoever, with their Appurtenances, in *H.* aforesaid, being parcel of the customary Lands of the Mannor of *H.* Parsonage, into the hands of the Lord of the said Mannor, to the use of the said *E. E.* for, and during all the term of his natural life, and from and after his decease, to the use of the said *F. F.* for and during all the term of her natural life, And from and after the deceases of the said *E.* and *E.* to the use of the right Heirs of the said *Edward* for ever. **And whereas,** it is further agreed between the said *E.* and *E.* that all other Lands, Tenements or Hereditaments, either Free-hold or Copy-hold, whereof she the said *E.* hath, or shall have any Estate of Inheritance, shall be assured to the like uses, as have been before mentioned. Now the said *Eliz.* doth Covenant, &c. That she the said *E.* shall and will at all times, during the life of the said *Edward*, at such time and times whensoever the said *Edw.* shall think meet, upon reasonable Request in that behalf to be made, and at the costs and charges in the Law of the said *Ed.* sufficiently convey and assure to such person or persons, and their Heirs, as the said *Edw.* shall name or appoint, to the only use and behoof of the said *E.* and *E.* and of the Heirs and Assigns of the same *Edw.* for ever, absolutely, without any condition, all such Lands, Tenements and Hereditaments, either Free-hold or Copy-hold, whereof she the said *E.* hath, or is intituled to have, any Estate of Inheritance, by Custom, or otherwise, accordingly as by the said *Edw.* or his Learned Council shall be devised or advised. **And further,** the said *E. F.* covenanteth, &c. with the said *E. F.* his, &c. that all and singular the said Messuages, Lands Tenements and

and Hereditaments, as well Free-hold as Cuſtomary, with their Appurtenances, and every part and parcel thereof, now be, and from time to time and at all times hereafter ſhall remain and continue clearly diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all Gifts, Grants, Bargains, Sales, Leaſes, Surrenders, Forfeitures, Seiſures, cauſe and cauſes of Forfeiture or Seiſure, and of and from all other Charges, &c. had made, done, or conſented unto, or to be had, &c. by the ſaid *E. F.* or by any other perſon or perſons by her aſſent, conſent, means, commandment or procurement, except one Leaſe by her made to the ſaid *M. C.* for one term, which ſhall expire within one year now next enſuing, of the ſaid Meſſuage or Tenement with the Appurtenances now in his Occupation. And alſo that if ſhe the ſaid *E.* do over-live the ſaid *Edward*, that then ſhe or any other perſon or perſons by or under her Aſſent, Conſent, Means, Title, Commandment or Procurement, other then the Heirs and Aſſigns of the ſaid *Edward*, ſhall not at any time, during he natural life, do commit or conſent unto any manner of Act or Acts, Thing or Things whatſoever, either directly or indirectly, whereby all or any of the ſaid Cuſtomary Meſſuages, Lands, Tenements, or Hereditaments, or any part or parcel of any of the ſame, ſhall or may be forfeited, loſt or incumbred. **And moreover**, the ſaid *Elizabeth*, for her, &c. Covenanteth with the ſaid *Edward*, his, &c. That if after the ſaid Marriage had and ſolemnized, ſhe the ſaid *Eliz.* do over-live the ſaid *Edw.* That then ſhe ſhall not have or claim, nor go about to have or obtain, at any time during her natural life, any manner of Dower, Joynture or Eſtate, by reaſon of the ſaid Marriage between her and the ſaid *Edward* of or in any of the Lands which the ſaid *Edward* now hath and is preſently ſeiſed of, or any part or parcel of the ſame. **In Witneſs**, &c.

Not to claim Dower, during her life.

An Indenture of Covenant between the Patron and Vicar.

WItneſſeth, That *H.B.* Patron of the Vicaridge of *P.* Have had and received, before the Enſealing hereof, of *W. S.* Clerk, Vicar of *P.* aforeſaid, the Sum of, &c. given unto me the ſaid *H.B.* by him upon meer good will, and not by any promiſe or agreement to be paid by the ſaid *W.S.* either directly or indirectly to me the ſaid *H. B.* or to any other to my uſe before the Admiſſion, Inſtitution and Induction of the ſaid *W. S.* Whereupon I the ſaid *H. B.* for me and my Heirs, &c. do Covenant, &c. to and with the ſaid *W.S.* by theſe Preſents, That he the ſaid *W.S.* ſhall or may from time to time, and at all times hereafter during the term of his natural life, peaceably and quietly have, hold, and enjoy the ſaid Vicaridge of *P.* together with all Oblations, Obventions, Tythes, Glebe-lands, Rights, Profits and Appurtenances to the ſame belonging, without an Lett, Hinderance or Diſturbance of me the ſaid *H. B.* or of any other perſon or perſons claiming by, from, or under me the ſaid *H. B.* or by my conſent or procurement.

A Covenant, that it ſhall continue diſcharged of Penſions, &c.

Of Covenants and Agreements touching a Purchaſe.

Conſideration.

IN*primis*, It is covenanted, concluded, and agreed, by and between the ſaid Parties, to theſe Preſents; and the ſaid *R. M.* for and in conſideration of the Sum of &c. of lawful Money of *England*, to be paid unto him the ſaid *R. M.* by the ſaid *C. P.* in manner hereafter expreſſed, doth for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe, and grant to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, and every of them, by theſe Preſents, that he the ſaid *R. M.* his Heirs or Aſſigns, ſhall and will before the Day of, &c. next enſuing the date hereof, by good ſufficient conveyance and aſſurance in the Law, convey, and aſſure unto the ſaid *C. P.* his Heirs and Aſſigns, all thoſe Meſſuages, Lands and Tenements hereafter mentioned; **That is to ſay**, all that Meſſuage or Tenement, &c. All which Premiſſes aforeſaid, are now of the full and clear yearly value of, &c. *per annum*, and may ſo be let: and alſo, all that houſe called *E.* lying in *D.* aforeſaid, in the Occupation of, &c. now let for the full yearly Rent of, &c. and may ſo be let, together with the Timber now growing in and upon the Premiſſes, and every part thereof. *Item*, The ſaid *R. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, that all the ſaid Premiſſes, now are, and ſhall continue to the ſaid *C. P.* his Heirs and Aſſigns, of the full and clear yearly value of, &c. excepting only the Joynture of *D. M.* Wife of the ſaid *R. M.* of the ſaid houſe with the Appurtenances, called, &c. valued at, &c. *per annum*, for her life only, in caſe ſhe ſhall happen to ſurvive the ſaid *R. M.* *Item*, The ſaid *R. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, that he the ſaid *C. P.* his Heirs and Aſſigns, ſhall from and after the ſaid day, &c. next, quietly and peaceably, have, hold, occupy, poſſeſs, and enjoy, all and every the Premiſſes, free from all Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done; or to be had, made, committed, ſuffered, or done, by the ſaid *R. M.* or by any other perſon or perſons, by his means, act, privity, aſſent, conſent, or procurement, except one Mortgage, which Mr. &c. hath of, &c. at the Rent, &c. Mortgaged for the Sum of, &c. All which Incumbrances, ſhall be freed and diſcharged by the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns; or by the ſaid *C. P.* his Heirs, Executors, Adminiſtrators, or Aſſigns; with ſuch part of the ſaid Sum of, &c. as may ſatisfie the ſame before the ſaid *C. P.* his Heirs, Executors, or Adminiſtrators ſhall be compelled to pay the ſame unto the ſaid *R. M.* his Executors, or Adminiſtrators, and except the Joynture of *D. M.* wife of the ſaid *R. M.* for her life, of and in the ſaid Meſſuage, called *B.* &c.

To make aſſurance in the Law of Lands which are now of the yearly value, &c.

To continue unto the Grantee of the full yearly value, excepting the Joynture, &c.

Item,

Item, The ſaid *C. P.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents; that within one Month after a good and perfect aſſurance of the Premiſſes, and quiet poſſeſſion thereof by the ſaid *C.P.* his Heirs and Aſſigns, and all the ſaid Incumbrances fully ſatisfied, except the Joynture of the ſaid *D. M.* he the ſaid *C. P.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will pay, or cauſe to be paid unto the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, one 4th part of the reſidue of the ſaid Sum of, &c. which ſhall remain due after ſuch Incumbrances ſatisfied, and one other 4th of the reſidue of the ſaid Remainder of the ſaid Sum within 3 Months after ſuch aſſurance, quiet Poſſeſſion, and diſcharge of the ſaid Incumbrances; and the other 4th part of the ſaid reſidue of the ſaid Sum within 3 Months after the ſaid 2d payment; and one other 4th Part within 6 Months after the 2d Payment. In Witneſs, &c.

C. P. to pay after aſſurance and quiet poſſeſſion of the ſaid C. P. Incumbrances ſatisfied, the joynture excepted, the 4th part of the reſidue of the ſaid Sum, 3 Months after another 4th part &c.

A Covenant that Feoffees ſhall execute Eſtates to ſuch perſons as the Teſtator ſhall by his Will appoint.

This Indenture made, &c. Between Sir *J. H.* of, &c. Knight, and *G. H.* Son and Heir apparent of the ſaid Sir *J. H.* of the one part. And *T. N.* and *R. S.* of, &c. of the other part. Witneſſeth, That whereas the ſaid Sir *J. H.* and *G. H.* by their Deed indented unto theſe Preſents annexed, have enfeoffed the ſaid *T. N.* and *R. S.* of and in the Mannors of, &c. the intent of which Feoffment and Livery, and Seiſin thereof made, is that the ſaid *T. N.* and *R. S.* and either of them and their Heirs, and the Survivor of them, and their Heirs, ſhall ſtand and be ſeiſed of and in all the ſaid Mannors, Lands, Tenements and Hereditaments mentioned in the ſaid Deed of Feoffment hereunto annexed to the uſe of them and their Heirs, to the intent, and upon the Conditions hereafter in the Preſents expreſſed, That is to ſay, that the ſaid *T. N.* &c. and the Survivor of them and their Heirs, ſhall from time to time, and at all times hereafter, during the life of the ſaid Sir *J. H.* within 3 Months after requeſt to them made by the ſaid Sir *J. H.* execute and make all ſuch Leaſes and Demiſes, Aſſurances, Feoffments, Eſtates, Conveyances, Gifts and Grants of Annuities for term of life, or lives, or for term of years, in Fee-ſimple or in Fee-tail, with remainders over; of, in, or out of all the ſaid Mannors, Lands and Tenements, and other the Premiſſes, and every or any parcel thereof, to ſuch perſon and perſons, as he the ſaid Sir *J. H.* ſhall at any time or times during his life, by any writing under his hand nominate and appoint. The ſame Aſſurances, Feoffments, Eſtates, Conveyances, Demiſes, Leaſes, and Grants of the Premiſſes, or of any part thereof, to be made at the coſt and charges of the ſaid Sir *J. H.* And alſo upon Condition, that the ſaid *T. N.*

Recital of the Feoffment.

N. &c. and the Survivor of them, and their Heirs, ſhall further make all ſuch Aſſurances, Conveyances, Feoffments, Eſtates, Gifts of Intail, with remainders over, or any other Eſtates, Conveyances, or Aſſurances in the Law of, and in the ſaid Mannors, Lands and Tenements, and of every part thereof, to ſuch perſon and perſons, and their Heirs, or to the Heirs of their bodies lawfully begotten, for term of life, or lives, or otherwiſe, to whom the ſaid Sir *J. H.* alſo by his laſt Will and Teſtament in writing ſhall nominate, aſſign and appoint the ſame Eſtates, Aſſurances or Conveyances to be made according to the true intent and meaning of the ſaid Will and Teſtament of the ſaid Sir *J. H.* And the ſaid *T. N.* &c. for them, their Heirs, &c. do Covenant and Grant, to and with the ſaid Sir *J. H.* his Heirs, and Executors by the Preſents, that he the ſaid *T. N.* &c. and their Heirs, at the Coſts and Charges of the ſaid Sir *J. H.* his Heirs, Executors, or Aſſigns, or at the Coſts and Charges of ſuch perſon or perſons to whom any Eſtate of the Premiſſes, or any part thereof, ſhall be by the ſaid Sir *J. H.* nominated and appointed to be made, ſhall make and Execute all ſuch Eſtates, Conveyances and Aſſurances of, in, and to the Premiſſes, as ſhall be aſſigned and appointed by the ſaid Sir *J. H.* by his laſt Will, or otherwiſe as aforeſaid: And if the ſaid *T. N.* &c. ſhall refuſe to make and execute ſuch Eſtates and Aſſurances of, and in the ſaid Premiſſes, to ſuch perſon and perſons, to whom the ſaid Sir *J. H.* ſhall appoint the ſame Eſtates to be made of, and in the ſaid Mannors, Lands, and Tenements, &c. in manner and form aforeſaid. That then the ſaid *T. N.* &c. and their Heirs, and the Heirs of the Survivors of them, ſhall after ſuch refuſal, ſtand and be ſeiſed of, and in the ſaid Mannors, Lands, Tenements, to the uſes of ſuch Perſons and their Heirs, or the Heirs of their Bodies lawfully begotten, for term of life, lives or years, in Fee-ſimple, or in Fee-tail, according to the Eſtates to whom the ſaid Sir *J. H.* ſhall in his life time, or otherwiſe, by his laſt Will and Teſtament, will, give, appoint, aſſign the ſaid Mannors, Lands, Tenements, &c. before mentioned. In Witneſs, &c.

A Covenant that Feoffees ſhall make ſuch Eſtates as the Feoffor ſhall by his laſt will appoint.

Covr-

Covenants where a man Marrieth the Mother of many Children. that he will pay their Portions at their ages, &c.

THis Indenture, &c. Between *A. B.* &c. and *C. D.* &c. Witnesseth, That whereas the said *A. B.* hath married, and taken to Wife, according to the Ecclesiastical Laws of this Realm *E. F.* late Wife to *G. F.* late of, &c. And whereas the said *G. F.* died Intestate, being in Debt and Danger, having not sufficient Assets to satisfie his Funeral and Debts, having at the time of his decease, and as yet living, eight Children, (*viz.*) *A. B. E. D. F. G. H. J.* who by reason of their young age are not yet able to guide and govern themselves, neither yet such Childs part of Goods as to them belong, or of right do appertain by and after the decease of the said Father; and to the end, that the said Sons and Daughters may be better provided for, It is therefore Covenanted, Promised, Granted and Agreed upon, by and between the said Parties, to these Presents, in manner and form following, That is to say, The said *A. B.* doth Covenant, &c. That the said *A. B.* his, &c. within the space and time of one day next after the said *A.* the Son shall come unto, and be of the age of one and twenty years, which age of one and twenty years shall be accounted to be the 27th day of, &c. which shall be in the Year of our Lord God, &c. after the Computation of the Church of *England*, shall and will well and truly content and pay, or cause to be contented and paid unto the said *A.* or to his Assigns, the Sum of five pound of, &c. in the, &c. if the said, &c. be then living, and unmarried, and will accept the same Payment, and thereupon will make, seal, and deliver, or cause to be made, sealed, and delivered unto the said *A. B.* and *E. F.* and to their, or either of their Executors, Administrators, and Assigns, such, or the same reasonable and lawful acquittance for all and every such Legacies, and Childs part of Goods as the same *A.* might, or of Right, by any manner of means ought to have from and by the said *G. F.* the Father, as devised, advised, or required by the said *A. B.* or *E. F.* or either of them, their or either of their Executors or Assigns, or their or any of their Counsel learned in the Law; also the said *A. B.* doth Covenant, &c. That the same *A. B.* his, &c. within the time and space of one day next after (*ut antea Mutatis Mutandis*:) And furthermore the said *A. B.* doth Covenant, &c. That if it fortune the said *A. B. E. D. F. G. H. J.* or any of them to be Married before their said several ages of one and twenty years, That then the said *A. B.* his Executors, &c. at or before every of their such several Marriages upon reasonable Request unto the said *A. B.* his, &c. by the said Sons and Daughters, or by so many of them as so shall be Married, or by the then Husbands of such the said Daughters to be made, shall and will well and truly content, and pay, or cause, &c.

Recital of Marriage, between A.B. and F.F. wife of G. F. who died Intestate, and in Debt, having not sufficient Assets to satisfie, having at his decease eight Children not able to govern themselves.

A. B. to pay to A. the Sum of five pounds at his age of one and twenty.

To each accordingly.

Or to pay and upon Marriage.

to

to the ſaid Sons and Daughters, and to the then Husbands of ſuch the ſaid Daughters, all and ſingular their ſaid ſeveral Sums and payments of five pound as unto them ſeverally before in theſe Preſents are limited, aſſigned, and appointed, without Fraud or Deceit, if they the ſaid Sons and Daughters ſo Marrying, and the then Husbands of ſuch Daughters will accept ſuch their ſeveral Payments, and all thereupon make, ſeal, and deliver, and execute *ut ſupra*. **Provided always**, and the ſaid *A. B.* doth Covenant, &c. That if it ſhall happen the ſaid Sons and Daughters, or any of them to deceaſe and dye before the ſeveral days and times limited within theſe Preſents, for the age of one and twenty years of the ſame Sons and Daughters ſo deceaſed, That he the ſaid *A. B.* his, &c. within one day next after the day; **That is to ſay**, within theſe Preſents, for and to be the age of one and twenty years of the ſame Sons and Daughters ſo deceaſing, ſhall and will well and truly pay in the ſaid, &c. unto ſuch of the ſaid Sons and Daughters as then ſhall be living all and ſingular ſuch Sums of Money, and Payments limited by theſe Preſents, to the ſaid Sons and Daughters as then to them ſhall be behind, and not paid equally to be divided amongſt the Sons and Daughters which then ſhall be living, if the ſame Sons and Daughters then living will accept the ſame payments. And then if need require a Covenant from *C. D.* to him, for and in conſideration of the ſaid Marriage, and for the better maintenance and preferment of the ſaid Sons and Daughters, and for the natural zeal they bear to the ſaid Children, that they will pay or do ſomthing elſe unto them, &c.

If they and their ſeveral husbands will accept.

Proviſo.

In caſe of death then to be paid to the ſurviving Brother and Siſters, equally to be divided.

Compoſitions between Debtors and Creditors, and Letters of Licenſe.

A Compoſition of Debts between an Adminiſtratrix and the Creditors.

TO all to whom, &c. I *A. F.* of *L.* Widdow, Adminiſtratrix of all and ſingular the Goods, Chattels, Debts, and Credits, which late were *D. F.* my Husbands Deceaſed, ſend Greeting, &c. Whereas the ſaid *D. F.* my ſaid late Husband, in his life-time, ſtood indebted unto *A. B. C. D. E. F.* &c. and unto every of them ſeverally, in certain ſeveral Sums of Money. Now know ye, That I the ſaid *A. F.* intending as much as in me lyeth, to give content and ſatisfaction unto them, and every of them, have given, granted, bargained, aſſigned, and ſet over; and by theſe Preſents, do fully, clearly, and abſolutely, &c. unto the ſaid, &c. and to every of their Executors, Adminiſtrators, and Aſſigns, all and every the Books-Debts, Specialties, Obligations, and Writings Obligatory, Acquittances, and Receipts, named and mentioned in a Schedule, &c. which are due and owing unto me the ſaid *A.* as Adminiſtratrix, as aforeſaid, by one, &c. and one, &c. by what name or names ſoever they be called or known, or by ſuch their Sureties as in the ſaid Obligations, or Writings Obligatory, are named, as in and by the, &c. more plainly, &c. Together alſo, with all and every the Sum and Sums of Money, Commodity, Profit, Benefit, and Advantage, that ſhall or may come, grow, or be had, made, gotten, or obtained; or of, or by the ſaid Book-Debts, Obligations, and Writings Obligatory, and every of them, and all my Right, Title, Intereſt, Property, Claim and Demand, of, in, and to the ſame and every part thereof. And I the ſaid, &c. for me, my Executors, and Adminiſtrators, do covenant, grant, and promiſe, to and with the ſaid, &c. and every of them, their and every of their, &c. by theſe Preſents, That I the ſaid *A. F.* have not heretofore releaſed, or by any ways or means diſcharged the ſaid Book-Debts, Obligations, Writings Obligatory, Acquittances or Receipts, or any of them, or the ſeveral Sums of Money in them compriſed, or any part or parcel thereof. And I the ſaid, &c. my, &c. ſhall not, nor will not, at any time or times hereafter, releaſe, or by any ways or means diſcharge the ſaid Book-Debts, Obligations, Writings Obligatory, &c. or the ſaid

A. F. Adminiſtratrix Sells of what was D. F. *her Husbands to the Creditors.*

That ſhe hath not releaſed.

Nor will not releaſe.

ſaid ſeveral Sums of Money in them, or any of them contained, without the conſent of, &c. firſt thereunto had, &c. And that I the ſaid, &c. my, &c. ſhall and will permit and ſuffer the ſaid, &c. jointly and ſeverally, at their Coſts and Charges, to commence, purſue, and proſecute all and every ſuch lawful Actions, Suits, and Executions, which ſhall or may in any wiſe be commenced, proſecuted, or brought againſt the ſaid, &c. by reaſon of the ſaid Book Debts, &c. and the ſame Actions, &c. ſhall and will from time to time maintain without fraud or guile; and that the ſaid, &c. their, &c. ſhall or may quietly have, poſſeſs, or enjoy to their own proper uſe or uſes, all and every ſuch Sum and Sums of Money, Executions, and the benefit thereof, which ſhall be had, levyed, recovered, or obtained, by reaſon of the ſame; and ſhall have Power and Authority, in the name of me, to acquit, releaſe, &c. the ſaid, &c. for, touching, &c. the ſaid Book Debts, &c. In Witneſs, &c.

To permit at the Creditors Coſts to proſecute.

And will avow and juſtifie the Action, without fraud to their uſes.

To have Authority in his name.

A Compoſition of Half-debts.

TO all whom, &c. We *A. B.* &c. Citizens, &c. of *London*, Creditors of *C. D.* &c. ſend Greeting: Whereas the ſaid *C. D.* the day of the date of theſe Preſents, is, and ſtandeth juſtly indebted, and owe unto us the ſeveral Parties above-named, divers and ſeveral Sums of Money: And by reaſon of the many loſſes, great hindrances, and other damages, happned unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give further ſatisfaction for our ſaid Debts, than by and with ſuch Goods and Wares, as are now remaining in his hands, and ſuch Debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of, or any ways to intermeddle with; but have rather reſolved and made choice to undergo a certain loſs, and to accept of 10 *s.* *per l.* or one half of the Debts by him owing to us, to be duly paid, as full ſatisfaction of our ſaid Debts, in manner and form following, *viz.* When, and as ſoon as all and every of us the Creditors above-named, have Subſcribed, Sealed, and in due form of Law, delivered in this preſent Writing, to the uſe of the ſaid *C. D.* Then he the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall pay, or cauſe to be paid, unto every of us the ſaid Creditors, our, &c. one fifth part of, &c. after the Rate of 10 *s.* in the pound, by theſe Preſents, agreed upon to be accepted of, in full ſatisfaction of our ſaid Debts, after the Rate and Agreement aforeſaid, in ſix parts, being divided, to be paid at ſix ſeveral payments, half-yearly, at ſuch indifferent place and places, as we the ſaid Creditors, and every of us, our, &c. ſhall nominate and appoint, the firſt payment whereof, to begin, and to be made on the, &c. next enſuing the Date of theſe Preſents, the ſecond payment to be made, &c. Now know ye therefore, That We the ſaid Creditors, do covenant and grant, and every of us, for his own part, and for his own, &c. doth covenant and grant, to and with the ſaid *C. D.* his, &c. and to and with every of them, by theſe Preſents, That if the ſaid *C. D.* his, &c. or any of them, upon the Enſealing and Delivery of this preſent Writing,

Recital of C. D. being indebted.

Creditors reſolved to undergo a loſs, and to accept of 10 s. per pound, in full ſatisfaction.

ting, by all and every of us the ſaid Creditors, according to the effect and true meaning of theſe Preſents, do and ſhall well and truly pay, or cauſe to be paid unto every of us the ſaid Creditors, our and every of our, &c. the ſaid fifth part of our ſaid Debts, after the Rate of ten ſhillings *per* pound, according to the Agreement aforeſaid, at the, &c. without any Fraud, Covin, or further delay. And alſo, If the ſaid *C.* his, &c. for the more ſure payment of the reſidue, and remainder of our ſaid Debts, after the Rate aforeſaid, in ſix parts to be divided, and to be paid at ſix ſeveral payments, at ſuch days, time, place, and places, and in ſuch manner and form, as is above limited and expreſſed, do and ſhall, at and before the, &c. and become bound unto us, and every of us, our, &c. in double the Sum or Sums, in the Condition or Conditions, in the ſame Obligation or Obligations, or Writings Obligatory, to be ſpecified. Alſo further, If the ſame Obligations, and every of them, ſhall be delivered unto every of us or the Aſſigns or Aſſigns of us, and every of us, at or before the ſaid, &c. at ſuch indifferent places, as we the ſaid Creditors, our, &c. ſhall nominate; that then from and after ſuch payment made of the ſaid firſt part of our ſaid Debts, after the Rate of ten ſhillings *per* pound, and after the ſame Obligation made and delivered unto us, for the ſeveral payments aforeſaid, according to the limitation, effect, tenor, and true meaning of theſe Preſents; we the ſaid Creditors, and every of us the Executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch Debts, as the ſaid *C. D.* his, &c. did formerly owe unto us, and every of us, before the Enſealing of the ſame Obligations: And that then alſo we the ſaid Creditors, and every of us, or the Executors, &c. within 14 days next after the Enſealing and Delivery of the ſame Obligations unto us, and every of us, according to the true meaning of theſe Preſents, ſhall and will Seal, Subſcribe, and in due form of Law, deliver unto the ſaid *C. D.* his, &c. one general Releaſe, or other Diſcharge of all Debts, Duties, and Demands whatſoever, by the ſaid *C. D.* unto us, and every of us, formerly owing or payable, from the beginning of the World, until ſome few days before the date of the ſame Obligation, ſo to be ſealed and delivered unto us as aforeſaid: Provided always, That theſe Preſents, nor any Agreement, Matter or Thing, herein contained, ſhall be of any force or effect, to bind or charge us, or any of us, the ſaid Creditors, which have, or ſhall hereunto agree, ſeal, and ſubſcribe, before the firſt of, &c. next coming, after the date of theſe preſents. In Witneſs, &c.

That if the ſame be paid according to this agreement, without Fraud, after the Rate aforeſaid, in ſix parts to be divided, and at ſix ſeveral payments, at ſuch days and places limited, and the ſaid C P. to become bound unto the ſaid Creditors in double the Sum by Obligation, that then after payment, to hold themſelves contented for all their ſaid debts.

Fourteen days after the Delivery of Obligation, by C. D. the ſaid Creditors to Releaſe, until ſome few days before the date of the ſaid Obligation.

Proving this agreement not to bind any of the Creditors, which have, or ſhall ſubſcribe, before the firſt of, &c.

Another

Another short Composition.

TO all to whom, &c. We *C. H.* Creditors of, &c. send Greeting: Whereas the said *J. K.* and *L. M.* are, and do stand joyntly indebted, and do owe unto us the said Creditors, divers Sums of Money, which as it seemeth they are very willing to satisfie unto us, and every of us, as they and every of them shall be able: Nevertheless, we the said Creditors, and every of us, who have hereunto sealed and subscribed (finding and perceiving, that they the said *J.* and *L.* are much damnified and impoverished by many losses and hinderances through Chapmen and otherwise, whereby they are disabled to yield us full and plenary satisfaction for our said Debts) are contented and well pleased, and of our free Motions do severally and respectively agree and bind ourselves, our Heirs, &c. to the said *J.* and *L.* by these Presents, to accept and take of them the said *J.* and *L.* their, &c. after the rate of, &c. in the pound, in full satisfaction of all such Debts and Sums of Money, as they do joyntly owe unto us, and every of us respectively, and the same to be paid at four equal payments, in four parts to be divided. The first payment thereof to be made, and to begin at, &c. (recite all the payments) so as the said *J.* and *L.* for the more sure and better payment of the Sums aforesaid, in recompence and satisfaction of our, and every of our said several Debts, after the rate of, &c. in the pound as aforesaid, their Executors or Administrators, do before the, &c. become joyntly bound with sufficient Sureties unto us, and every of us, or to our, and every of our use and uses, by the appointment of us and every of us, at such place and places, as we and every of us shall indifferently nominate or prescribe: Provided always, that these Presents, nor any thing herein contained, shall be of any force or effect, to bind or charge us, or any of us, who hath hereunto sealed and subscribed, unless, and until all and every the residue of us the said Creditors above-named, shall and do likewise seal and subscribe these Presents, at or before the, &c. next insuing. In Witness, &c.

Recital of J. K. *and* L. M. *being indebted.*

Proviso, not to be of force to bind, until all have subscribed.

A Composition for payment at several times.

TO all, &c. We Creditors of, &c. send Greeting. Whereas the said *A. B.* at this present time doth stand indebted, and justly oweth unto us the said Creditors, divers and sundry Sums of Money, which by reason of many Debts, and some of them very great, that are likewise justly owing him, and cannot be had and recovered without some respite of time, and some

A. B. indebted.

ſome of them not without ſuit, he is very much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt Debt, as he ſeemeth willing and deſirous; in conſideration whereof, he inſtantly deſireth and requireth, that we the ſaid Creditors, and every of us, would be pleaſed to give, and grant unto the, &c. ſuch liberty and reſpite of time, for the payments and ſatisfaction of our ſeveral Debts, as he thinketh reaſonable, for the obtaining and getting, and recovering of the ſaid Debts, *viz.* That we and every of us would be contented to take and accept our ſaid whole Debts in three equal parts to be divided and paid at three ſeveral payments, in manner and form following, *viz.* The firſt payment thereof to be one equal third part of the ſaid whole Debt to be made on the, &c. the other two third parts thereof reſidue to be divided into four equal parts, and to be paid at 4 ſix Months then next following, *viz.* on the, &c. one equal part thereof, namely, the other two, and one other fourth part thereof reſidue on the, &c. in full payment and ſatisfaction of the ſaid ſeveral Debts; and for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited and declared, according to the intent and true meaning of theſe Preſents, he the ſaid *A. B.* ſhall and will, at or before the, &c. become bound to us, and every of us the ſaid Creditors reſpectively, by one Obligation, in due form of Law to be made with condition, including all and every the ſaid payments, in ſuch ſort as is above limited, at ſome convenient place within the City of *London*, by every of us the ſaid Creditors to be nominated and appointed, and the penalty of every Obligation to be double the whole Sum included in the Condition of the ſame to be delivered to us, and every of us, our, &c. at or before, &c. next enſuing the date hereof. **Know ye** therefore, that we the ſaid Creditors whoſe names are hereunder ſubſcribed, and every of us, for his own part, and for his own, &c. for the Conſiderations above ſpecified and expreſſed, do by theſe Preſents willingly conſent, covenant, promiſe and agree to and with the ſaid *A. B.* his, &c. by theſe Preſents, that we the ſaid Creditors, and every of us, our, &c. reſpectively, ſhall and will accept and take of the ſaid *A. B.* his, &c. all and every the ſaid Debts, and Sums of Money by the ſaid *A.* unto us, and to every of us, owing and payable, upon ſuch Obligation and Obligations, Aſſurance and Aſſurances, as aforeſaid, to be paid in ſuch manner and ſort, and at ſuch days and times as is above limited and required; and further, that we the ſaid Creditors and every of us, our, and every of our, &c. reſpectively, upon the delivery of the ſaid Obligation, to us, and to every of us, our, and every of our, &c. ſhall and will at the charge of the ſaid *A. B.* his, &c. ſubſcribe, and in due form of Law deliver unto the ſaid *A. B.* one ſufficient general Acquittance to be rendred by him the ſaid *A. B.* his, &c. and to bear date and limitation before the day of the date of the ſaid new Obligation to be made for the ſame Debt; and alſo for and upon every payment, made according to the limitation aforeſaid, and the intent and true meaning of theſe Preſents, at the like charge of him the ſaid *A. B.* his, &c. ſhall and will ſeal and deliver

Reſpite of time deſired for payment.

At three equal parts to be divided at three ſeveral payments, the manner of payment in ſatisfaction.

To become bound by Obligation, in double the Sum included in the Condition for payment as above limited.

Creditors to accept of the ſaid Sum in ſatisfaction of their ſeveral Debts.

Upon delivery of the ſaid Obligation and payment on every Obligation. Then to diſcharge by ſufficient acquittance.

unto the ſaid *A. B.* one ſufficient Acquittance to be rendred by him the ſaid *A. B.* his, &c. teſtifying every ſuch payment as aforeſaid, for the better diſcharge of him the ſaid *A. B.* his, &c. and every of them in that behalf. **Provided always**, and upon Condition, nevertheleſs, that theſe Preſents, nor any promiſe, agreement, matter, or thing herein contained, nor any act or thing acted by us or any of us, or formerly done, acknowledged or ſuffered, touching the Premiſſes, or to be done, acknowledged or ſuffered, ſhall be of any force or effect to bind or charge us, or any of us, the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſs all, and until all and every the reſt, and every of us the ſame Creditors above mentioned, do and ſhall likewiſe, before the, &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

Not to bind until all have ſealed.

A Letter of Licenſe.

Recite the Creditors names, &c.

TO all to whom, &c. We *T. G.* and *H. T.* Creditors of, &c. Citizen and Mercer of *London*, ſend Greeting: **Whereas** the ſaid *R. S.* the day of the Date hereof, is indebted, and doth owe unto the ſaid Creditors divers Sums of Money, which by reaſon of ſome Loſſes unto him hapned, and divers bad Debts owing unto him, as he informeth us, he is not able preſently to ſatisfie and pay as willingly he would, but requireth our favour and reſpite of time for the payment thereof. **Therefore know ye**, That We the ſaid Creditors above named, and every of us, being moved with Compaſſion, and the deſire which the ſaid *R.* hath, to and for the contentation of our ſaid Debts, have Given and Granted, and by theſe Preſents do Give and Grant, unto the ſaid *R. S.* our ſure and free Licenſe, Liberty, and ſafe Conduct, as much as in us is, ſo that that the ſaid *R.* may ſafely come, go, and reſort unto us, and every of us, the ſaid Creditors, to compound and take Order with us, and every of us, for Our, and every of Our ſaid Debts without any Lett, Trouble, Suit, Arreſt, Attachment, or other Impediment, to be offered or done to him the ſaid *R.* his Wares, Goods, or Merchandizes, or any of them, for and during the time and ſpace of one whole Month, next enſuing the date of theſe Preſents; and if it happen the ſaid *R. S.* in his Perſon, Goods, Wares or Merchandizes, or any of them, within the ſaid term of one Month, next coming after the Date aforeſaid, by us, or any of us the ſaid Creditors, or by any Perſon or Perſons, by or through the Commandment, Will, Procuring, Partnerſhip, Conſent or knowledge of us, or any of us, againſt the tenor, form, and effect of this our preſent Writing, of ſafe Conduct in any ways to be Arreſted, Sued, Impleaded, Vexed, Hindred, or Attached, and thereof be not forthwith

R. S. indebted.

Reſpite of time deſired.

License and Conduct, to come and go, and take Order with his Creditors, without trouble for the ſpace of.

with delivered or defended, that then the ſaid *S.* his Heirs, Executors, and Adminiſtrators, ſhall by the virtue of theſe Preſents, be for evermore clearly acquitted and diſcharged againſt him or them of Us, by whom the ſaid *R.* ſhall contrary to the form, effect, and true meaning of this Our preſent Writing of ſafe Conduct, be Attempted, Vexed, Sued, Attached, Arreſted, or Hindred, and hereof not forthwith Releaſed or Defended as aforeſaid, of all manner of Actions, Suits, Debts and Demands whatſoever they be, from the beginning of the World until the day of ſuch Arreſt, Suit, Attachment or Hinderance. **In Witneſs**, &c.

upon trouble Creditors diſcharged.

A Letter of Licenſe.

TO all to whom, &c. We whoſe Names, &c. **Whereas** *J. R.* &c. in divers ſeveral Sums of Money to us ſeverally is indebted, and hath not wherewithal to ſatisfie Us at preſent, and We, and every one of Us, minding to Grant unto him favour and reſpite for the payment of the ſame. **Know ye**, That We the ſaid Creditors, and every one of Us, being moved with compaſſion, and fully reſolved of the good will and deſire which the ſaid *J. R.* hath to ſee the ſaid ſeveral Debts, Duties, and Sums of Money ſatisfied and paid, have given and granted, and every one of Us, for his own proper Debt and Duty, part and portion, ſeverally hath given and granted, and by theſe Preſents, &c. unto the ſaid *J. R.* by whatſoever name, firname, or addition he be called or known, ſure, full, and free Liberty, Licenſe, and ſafe Conduct, as much as in Us ſeverally is, in ſuch ſort as the ſaid *I. R.* with all his Goods, Chattels, Debts, Duties; and other things whatſoever, freely, peaceably and quietly, at his own free Choice, Election, and Pleaſure, ſhall, or may go, come, abide, and ſojourn, paſs, and repaſs, at all and every time and times from the day of the Date hereof, during the term and ſpace of three whole years now next coming, and fully to be compleat and ended. And We the ſaid Creditors all, and every one of Us ſeverally, for himſelf, his, &c. do, and doth ſeverally Covenant, Promiſe, and Agree, That We the ſaid Creditors, or any of Us, or any other perſon or perſons for Us, or any of Us, or by Our, or any of Our Authority, Aſſent, Conſent, or Procurement, the ſaid *J. R.* or any of his Goods, Chattels, or any thing or things of his, ſhall not, or will not in any wiſe Arreſt, Implead, Attach, Impriſon, Condemn, Trouble or Moleſt, for or concerning ſatisfaction, or payment to be made unto Us, or any of Us, of Our ſeveral Debts, and Duties, or of any part or parcel thereof, or for any other matter or thing whatſoever, which We, or any of Us can or may have, pretend, or demand of, for, or againſt the ſaid *J. R.* or to find or provide for Us any other Sureties or Security for the ſatisfaction or payment of the ſaid ſeveral Debts, and other things, or any

J. R. indebted.

Licenſe for 3 years.

Covenant not to moleſt him in Body or Goods.

To provide any other Sureties or Security for ſatisfaction.

any of them, or any part or parcel thereof, other than all or every one of us now ſeverally have, or hath for the ſame, during the term aforeſaid. **And further,** We all and every of us Creditors aforeſaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, be the ſaid *J. R.* during the term aforeſaid is, or by his Body, Goods, or Chattels, by us, or any of us, or by our, and contrary to the true meaning, and to be any ways, &c. ſued, &c. the ſaid *J. R.* his, &c. ſhall be for ever more, by theſe Preſents, clearly acquitted, &c. againſt him or them of us, by whom he or they ſhall, contrary, againſt the tenor, form, and effect of theſe Preſents, be arreſted, &c. of and from all manner of Actions, Suits, Quarrels, Challenges, Debts, &c. **In Witneſs,** &c.

Covenant that if any ſhall moleſt the Creditor ſo doing ſhall be acquitted.

A Letter of Licenſe upon Condition.

TO all Chriſtian People, to whom this preſent Writing or Letter of Licenſe ſhall come, We whoſe Names are here under written and ſubſcribed, Creditors of *F. A.* of, &c. ſend Greeting, &c. **Whereas** the ſaid *F. A.* is indebted unto us the ſeveral Creditors here under named, in divers Sums of Money, which by reaſon of great Loſſes and Hinderances happened unto him, he is not able to ſatisfie unto us without Reſpite and time to him to be given: **Know ye,** therefore, That we the ſaid ſeveral Creditors by virtue of theſe our preſent Letters, do give and grant unto the ſaid *F. A.* our ſure and ſafe Counduct and free Licenſe, that he the ſaid *F. A.* with all his Goods Chattels, and all other things of his, in, by, and through all manner of Cities, Towns, Villages, and Countries, and other places within this Realm of *England*, or elſewhere, may lawfully go and come, ſojourn, dwell, paſs and repaſs and abide for the imbettering and encreaſing of his Eſtate, and occupying without hurt, Vexation, Trouble, Arreſting, Impriſoning, Impleading of the ſaid *F. A.* in his Body, and without any ſtay and Attachment to be made of his Goods, Wares, Monies or other Merchandizes whatſoever, or of any of them, or of any part thereof by us or any of us, or by the Heirs, Executors, Adminiſtrators, Partners or Aſſigns of us or any of us, or by our or any of our means or procurement, to be ſought, attempted or procured to be done, from the day of the date hereof, unto the full end and term of 7 years next coming after the date hereof. **And** We the ſaid Creditors here under ſubſcribed, do covenant, will and grant, and every one of us for his own part, his Executors and Adminiſtrators, willeth and granteth by theſe Preſents, That if any Hurt, Trouble, Vexation, Wrong, Damage, or Hinderance be done unto the ſaid *F. A.* either in his Body, Goods, or Chattels, contrary to the true meaning hereof, by us or any of us, our Heirs, Executors, Adminiſtrators, Partners or Aſſigns within the ſaid Term of 7 years, That

F. A. indebted.

Licenſe.

For 7 years.

Creditors Covenant that if any trouble happen to him by any of them.

That then he the ſaid *F. A.* by virtue hereof ſhall be diſcharged and acquitted for evermore towards and againſt him and them of us, his, and their Heirs, Executors, Adminiſtrators, Partners or Aſſigns, and every of them, by whom or by whoſe means he ſhall be ſo vexed, arreſted, troubled, impriſoned, attached, grieved, or damnified of all manner of Actions, Suits, Quarrels, Debts, duties and Demands whatſoever from the beginning of the World, until the day of the Date hereof. So always and under this Condition, That if the ſaid *F. A.* his Executors, Adminiſtrators, or Aſſigns, do not well and truly content and pay unto us the ſaid Creditors hereunto ſubſcribed, our Executors, Adminiſtrators or Aſſigns the Sums of Money to us by him owing, in manner and form, &c. That is to ſay, on the 10th day of, &c. one juſt 4th part of our ſaid Debts between us equally to be divided according to the proportions of our ſeveral Debts to us by him owing: And on the 10th day of, &c. That then and from thenceforth theſe our preſent Letters of Licenſe and Priviledge ſhall be utterly void and of none effect towards him and them of us to whom ſuch default of payment ſhall happen to be made; Any thing above written to the contrary notwithſtanding. In Witneſs, &c.

Then F.A. to be diſcharged.

Conditional for payment, &c.

Or Licenſe to be void.

DEEDS and DECLARATIONS of Truſts and Uſes.

A Deed of Gift referring to a laſt Will, with a Clauſe for a power of Revocation.

For diſpoſal by laſt will.

BE it known unto all men by theſe Preſents, That I *R.H.* of &c. for divers good Cauſes and Conſiderations me moving, and namely, for the ſetling and diſpoſing of ſuch Goods and Chattels, as God hath bleſſed me withal, for the advantage and preferment of my Wife and Children after my death, in ſuch manner and form, as is hereafter, and in my laſt Will and Teſtament ſhall be mentioned, expreſſed, and declared: And for the preventing of Queſtions and Controverſies, that might ariſe or grow amongſt my ſaid Wife and Children touching the ſame, to their great loſs and prejudice, if either I ſhould not diſpoſe thereof in my life-time, but leave them to the diſpoſition of the Laws in this behalf, or elſe only Bequeath the ſame by Will, according as it is my ſpecial deſire and mind that the ſame ſhould go and be beſtowed; Have given and granted, and by this my preſent Deed of Gift, do give, grant and aſſign unto my well beloved Friends, *R.H.* Son of *R.B.* of, &c. and *T.B.* of, &c. all and ſingular my Leaſes and Terms of years, Plate, Money, Coin, And all and ſingular my Goods and Chattels, Moveables and Unmoveables, real and perſonal, of what Name, Nature, or Quality ſoever, whereſoever, or in whoſe hands or cuſtody ſoever, or in what place or places ſoever they or any of them be, or by what Means or Title they are, or have been come unto me from or by *B.H.* deceaſed, my late Brother, or by my own Means or Induſtry or otherwiſe by any ways or means whatſoever: To have and to hold the ſaid Leaſes, Plate, Money, Coin, Goods, and Chattels, and every part and parcel thereof to the ſaid *R.H.* &c. their Executors and Adminiſtrators, to the Uſe and Behoof of my laſt Will and Teſtament, and to ſuch Uſes, Intents, and Purpoſes, and under ſuch Proviſions and Conditions, and to the Uſe and Behoof of ſuch perſon and perſons, for ſuch time and terms, and in ſuch manner and form, as by my laſt Will and Teſtament ſhall be thereof mentioned and expreſſed, limited and declared; and to no other uſe, intent, or purpoſe in any wiſe. And

For prevention of Controverſies that might ariſe amongſt the Wife and Children.

Grant.

Habend.

moreover know ye, That I the ſaid *R.H.* have put the ſaid *R.H.* &c. in full and quiet poſſeſſion of all my ſaid Leaſes, Plate, Money, Coin, Goods, and Chattels whatſoever, by the delivery of 4 d. of currant lawful *Engliſh* Money, unto the ſaid *R.H.* the Son, &c. in the name and by the way of Poſſeſſion, of all and ſingular the Premiſſes mentioned to be given by theſe Preſents. **Provided**, That if I the ſaid *R. H.* at any time or times hereafter during my natural life, ſhall deliver or tender to be delivered unto the ſaid *R.H.* the Son, *R.B.* &c. or any of them, the Sum of 12 d. of lawful *Engliſh* Money, thereupon declared, that it is my Will and Mind, and with intent to make void and fruſtrate this preſent Deed, that then and from thenceforth this preſent Deed and Gift, and every Clauſe, Article, and Branch thereof or therein, ſhall be utterly void and fruſtrate, and that then and from thenceforth it ſhall be lawful for me the ſaid *R. H.* again, **To have, hold**, enjoy, and diſpoſe of the ſaid Goods, Chattels, and Premiſſes, and every part and parcel thereof, according to my own will and pleaſure as freely and liberally as if theſe Preſents had never been had or made any thing contained in theſe preſents, to the contrary notwithſtanding. **In Witneſs**, &c.

Power of Revocation.

A Deed for the having of a part out of ones Adventure ratably.

To all Chriſtian People, I *A.B.* Cit. and Gent. of *L.* ſend Greeting, &c. **Whereas** I the ſaid *A. B.* have received and had the day of the date hereof of *C. D.* Cit. and S. of *Lond.* the ſum of, &c. of, &c. to come in Adventure with ſuch part and portion, as I the ſaid *A.B.* have or ought to have in the Voyage of *A.N.* with the 3 Ships called, &c. ratably according to the proportion of the ſaid Sum of, &c. **Now know ye**, That I the ſaid *A.B.* do covenant, promiſe, and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, by theſe Preſents, That he the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall have, receive, take and enjoy to his and their own proper uſe out of the part, portion, and Adventure of the ſaid *A.B.* in the Ships aforeſaid, and every or any of them an equal part and portion after the rate of 10 l. as aforeſaid, of all ſuch Treaſures, Goods, Merchandizes, Commodities, and other things, as ſhall be had, gotten, or obtained in the ſaid Voyage with the ſame Ships or any of them, in ſuch Rate and in as ample manner and form as I the ſaid *A.B.* ſhall, may, or ought to have, take and receive for the like Sum of 10 l. without Fraud or Covin. **In Witneſs**, &c.

A Deed declaring the use of a Fine which was acknowledged by R. M. *to* J. A. *and* M. P. *of* 2 *parcels of Land which were conveyed to each of them by* 2 *several Deeds.*

THis Indenture made, &c. Between *J. A.* &c. of the one part and *M. P.* &c. of the other part. Whereas *R. M.* of, &c. *C. P.* of, &c. at and by the Request and appointment of the said *R. M.* by one Indenture bearing date, &c. made between the said *R. M.* and *C. P.* of the one part, and the said *J. A.* of the other part, Have for the Consideration therein mentioned, Conveyed unto the said *J. A.* his Heirs and Assigns for ever, All that &c. And whereas the said *R. M.* and the said *C. P.* at and by the Request and appointment of the said *R. M.* by one other indenture bearing date, &c. made between the said *R. M.* and *C. P.* of the one part, and the said *M. P.* of the other part, have for the consideration therein mentioned, Conveyed unto the said *M. P.* his Heirs and Assigns for ever, all that, &c. And whereas the said *R. M.* in *Trinity* Term in the 17th year of *Car.* 1. &c. hath levied and acknowledged one Fine *Sur Conusance de droit come ceo*, &c. unto the said *J. A.* and *M. P.* and the Heirs of the said *J. A.* of the said Messuage, Lands, and Premisses, by the name of 1 Messuage, 1 Barn, 1 Orchard, 1 Garden, and 8 Acres of Land with the Appurtenances in *A.* aforesaid; since which Fine acknowledged as aforesaid, the said *R. M.* is deceased. Now this Indenture Witnesseth, And it is hereby declared, Covenanted and Agreed, and it is, and at the time of the levying of the said Fine, it was the true intent and meaning of all the Parties to the said Fine, and to these Presents, That the said Fine, and execution thereof, as to, of, for, and concerning the said parcel of Ground, &c. with the Appurtenances, shall be in ure, and was, and is, and shall be adjudged, construed, and taken to be, to and for the sole and only use, benefit, and behoof of the said *J. A.* and of his Heirs and Assigns, and to no other use, intent or purpose whatsoever. *uses.* And that the said Fine and the Execution thereof, as to, for, and concerning the said Messuage called, &c. and the residue of the Premisses therewith compriſed, with the Appurtenances, was, is, should be in ure, and should be, and shall be adjudged, construed and taken to be to and for the sole and only use, benefit, and behoof of the said *M. P.* and of his Heirs and Assigns for ever, and no other use, intent or purpose whatsoever. In Witness, &c.

A Deed of Truſt to ſatisfie Debts out of Lands.

THis Indenture made, &c. Between *T. E.* of *S.* Eſq; &c. of the one part, and *R. S.* of *M.* in the County of *T.* Gent. *M. M.* of *B.* in the ſaid County of *T.* Gent. of the other part, Witneſſeth, That the ſaid *T. E.* for and in conſideration of a Competent Sum of Money to him in hand paid by the ſaid *R. S.* and *M. M.* As alſo, in conſideration and to the intent that the ſaid *R. S.* and *M. M.* ſhall ſatisfie and pay out of the Rents, Iſſues and Profits ariſing out of or by reaſon of the Mannors, &c. hereafter mentioned, All ſuch Debts as in the Schedule hereunto annexed are expreſſed, or at leaſt ſo much thereof as the clear Rents, Iſſues, and Profits of the ſame ſhall amount unto during the term hereafter expreſſed, and for diſcharge of the payments, Sums and truſts hereafter mentioned, Hath demiſed, leaſed, granted, bargained, ſold, and to Farm letten; And by theſe Preſents doth demiſe, lea[illegible] grant, bargain, ſell, and to Farm let unto the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, all his the ſaid Mannors, Meſſuages, &c. within the ſame County, together with all and ſingular, Ways, Waters, &c. to the ſaid Premiſſes, or to any of them in any wiſe belonging or appertaining, or therewithal now or commonly demiſed, uſed, occupied or enjoyed, or accepted, reputed, had, taken or known as part, parcel, or member of the ſame, or of any part thereof; And the Reverſion and Reverſions, Remainder and Remainders of the Premiſſes, and of every part thereof, And all Rents and yearly profits, Sum or Sums of Money whatſoever, reſerved upon any Demiſe or Demiſes of the ſame, and of every or any part thereof, or upon any Demiſe or Demiſes of all and every, or any part thereof, or upon any Demiſe or Demiſes of all and every the Iron-works and Furnaces aforeſaid, or in reſpect of any Wood or Woods, cord or cords of Wood. And alſo, full and free power to ſell, cut down, and diſpoſe of the Woods, Under-woods, Trees, Timber-trees, and other Woods ſtanding, being, or growing, upon the ſaid Premiſſes, and every or any part there, To have and to hold the ſaid Mannors, Meſſuages, &c. And all and ſingular other the Premiſſes mentioned or intended to be hereby demiſed, granted, bargained and ſold, with all and ſingular their Appurtenances, unto the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, from the date and making hereof, for and during the full end and term of 8 years, from thence next following fully to be compleat, finiſhed, and ended; Yielding and paying yearly therefore unto the ſaid *T. E.* his Heirs and Aſſigns no other Farm or Rent but only one Red Roſe in the time of Roſes, if the ſame be demanded; Upon truſt and confidence nevertheleſs that they the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall yearly ſatisfie and pay out of the Rents, Iſſues and Profits of the aforeſaid Premiſſes, unto *A.* now Wife of the ſaid *T. E.* the Sum of 200 pound yearly, for her Maintenance and Supportation during the ſaid Term.

Demiſe.

Habend.

Reddend.

In truſt to ſatisfie.

Pro-

Proviſo. **Provided always,** That the ſaid Lady *A.* ſuffer the ſaid Leſſees to enjoy the ſaid Premiſſes, without the interrupion of her or any other perſon or perſons claiming by, from, or under her. And alſo to the 2 Children of the ſaid *T.E.* or the Survivor of them, the ſum of 50 l. yearly for their maintenance and ſupportation of them and the Survivor of them during the ſaid Term **Provided,** That they, or the Survivor of them ſuffer the ſaid Leſſees to enjoy the ſaid Premiſſes, without the interruption of them, or the Survivor of them or of any other perſon or perſons claiming by, from, or under them or the Survivor of them; which ſaid payments are to be yearly paid at the Feaſt of St. *J.* and at St. *A.* by equal portions. **And alſo,** upon truſt and confidence that they the ſaid *R.S.* and *M.M.* their Executors, Adminiſtrators, and Aſſigns, ſhall imploy and beſtow all the clear Rents, Iſſues and Profits ariſing out of or by reaſon of the ſaid Premiſſes, and every and any part thereof, over and beſide the ſaid 200 l. yearly, or over and beſides ſuch part thereof, as ſhall belong or be due and payable unto the ſaid Lady *A.* or the ſaid Children of the ſaid *T.E.* and over and beſides the reaſonable charges and expences of the ſaid Truſtees to, for, and towards the payment of ſuch debts of the ſaid *T.E.* as are mentioned in the Schedule hereunto annexed, and to, for and towards the payment of ſuch Intereſt as is or ſhall be due for the ſame according as the Rents, Iſſues, and Profits ſhall ariſe out of the ſaid Premiſſes, and according as they or the Survivor or Survivors of them, his or their Executors, or Adminiſtrators, can contract and agree for the ſame with the Debtors in the Schedule hereunto annexed, expreſſed, their Executors or Adminiſtrators. **And** the ſaid *T.E.* for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, agree, and grant to and with the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That they the ſaid *R. S.* and *M.M.* their Executors, and Adminiſtrators, and every of them, ſhall and may lawfully, peaceably and quietly at all times during the ſaid Term, upon and to the truſt and confidence above, in and by theſe Preſents expreſſed have, hold, occupy, poſſeſs, and enjoy the ſaid Mannor, Meſſuages, &c. and all and ſingular other the Premiſſes, with their and every of their Appurtenances, without the lawful let, ſuit, trouble, eviction, diſturbance, moleſtation, or incumbrance whatſoever of the ſaid *T.E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them. **And** the ſaid *R.S.* and *M.M.* do for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them covenant, promiſe, agree, and grant to and with the ſaid *T.E.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That they the ſaid *R. S.* and *M.M.* their Exeutors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will at all times during the term aforeſaid, imploy and beſtow all the Rents, Iſſues and Profits ariſing out of or by reaſon of the aforeſaid Premiſſes, and every of any part thereof, to the uſes, intents, and purpoſes above in and by theſe Preſents expreſſed, and to no other uſe, intent, and purpoſe whatſoever. **In Witneſs,** &c.

Further truſt.

Quietly to hold and enjoy upon the ſaid truſt.

Covinant that the Truſtees ſhall pay the ſaid Rents ariſing as is hereby expreſſed.

A Deed of Truſt to pay Annuities, and to provide for Wife and Children and to pay Legacies.

THis Indenture tripartite made, &c. Between the Right Honourable *T.* Earl of *B.* of the firſt part, and *B.W.* of *A. H.* in the County of *S.* Eſq; *H.D.* of *B.* in the County of *T.* Eſq; of the 2d part; and of *S.* in the County of *B.* Eſq; and *M. M.* of *H.* in the ſaid County of *T.* Gent. of the 3d part: Whereas the ſaid *T.* Earl of *B.* by his Indenture bearing date the day before the date hereof, and made between him the ſaid *T.* Earl of *B.* of the one part, and *B.W.* and the ſaid *H.D.* of the other part; Hath, for the conſideration of 20 s. of lawful *Engliſh* Money, granted, bargained, ſold, demiſed, and to Farm letten unto the ſaid *B. W.* and *H. D.* all thoſe the Mannors or Lordſhips of *C. alias B.* &c. To have and to hold the ſaid Mannors, Meſſuages, &c. and all other the Premiſſes, with their and every of their Appurtenances; unto the ſaid *B.W.* and *H.D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt of St. *M.* laſt paſt, before the date thereof, for and during one whole year from thence next enſuing, fully to be compleat and ended, at and under the Rent of one Pepper-Corn, as by the ſaid Indentures appeareth: By force and virtue whereof, the ſaid *B. W.* and *H. D.* are now lawfully poſſeſſed of the ſaid Mannors, Meſſuages, &c. for the term aforeſaid. Now this Indenture Witneſſeth, That the ſaid *T.* Earl of *B.* for the natural love and affection, which he beareth unto the Right Honourable the Lady *A. C.* of *B.* his Wife, and unto *L. S.* Son and Heir-apparent of the ſaid Earl; and unto the Lady *A.* Daughter of the ſaid Earl: And alſo unto *E. S.* Brother of the ſaid Earl, and for the ſettling of the Mannors, Lands, and Premiſſes, and to and for the Uſes and Eſtates hereafter following, and for divers other good Cauſes and Conſiderations him thereunto moving, hath granted, remiſed, releaſed, ratified, and confirmed, and by theſe Preſents, doth grant, remiſe, releaſe, ratifie, and confirm unto the ſaid *B.W.* and *H.D.* their Heirs and Aſſigns, all the aforeſaid Mannors: To have and to hold the ſaid Mannors, &c. and all and ſingular other the Premiſſes to the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns for ever, to the uſes, intents and purpoſes, and ſubject to the Proviſoes, Payments, and Conditions hereafter following; and for and to none other uſe, intent or purpoſe whatſoever; (*That is to ſay,*) to the intent and purpoſe, that the ſaid Lady *A. C.* of *B.* and her Aſſigns, ſhall and may have, hold, enjoy, receive, perceive, and take one Annuity or yearly Rent of 2000 l. to be Iſſuing, going forth and out of the ſaid ſeveral Mannors, and all other the Premiſſes yearly, and every year, during the natural life of the ſaid *C.* at the Feaſts of St. *M.* and *Penticoſt*, or within 21 days after either of the ſaid Feaſts, by even and equal portions; the firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt happen, next after the death of the ſaid *T.* Earl of *B.* the ſaid Annuity or yearly Rent of 2000 l. to

Conſideration.

Grant for lawful poſſeſſion.

In conſideration of love and affection he beareth L. S. *Son and Heir, &c. and for ſettling the Eſtate in his Blood.*

Grant and releaſe B. W. *and* H. D *and their Heirs. &c. as Annuity of* 2000 l. *to the uſes.*

to be paid at, or within the, &c. of *J. J.* in the County of *M.* and if it ſhall happen, that the ſaid Annuity or yearly Rent of 2000 l. or any part thereof, or parcel, to be behind or unpaid, in part or in all, by the ſpace of 21 days, next after either of the ſaid Feaſts, whereupon the ſame ought to be paid as aforeſaid, That then to this intent and purpoſe, that the ſaid *C.* and her Aſſigns, for and during the natural life of the ſaid *C.* ſhall and may ſo often have, enjoy, receive, perceive, and take as a Pain, the Sums of 10 l. a Month, for every Month that the ſame ſhall be behind or unpaid. And it is the further Agreement of all the ſaid Parties, to theſe Preſents; that if the ſaid Annuity or yearly Rent of 2000 l. or any part thereof, ſhall be behind or unpaid, in part or in all, at any of the times or days of payment, whereon the ſame ought to be paid as aforeſaid; That then it ſhall and may be lawful, to and for the ſaid *C.* and her Aſſigns, at any time during her natural life (as often as the ſaid Annuity or yearly Rent of 2000 l. or any part thereof, ſhall be behind and unpaid,) for to enter into the ſaid Manors, &c. and to diſtrain for the ſaid Annuity or yearly Rent of 2000 l. in *Nomine pœne* of 10 l. and the Arrearages of them, and the Diſtreſs and Diſtreſſes, then and there taken to lead, drive, and carry away, and them to detain and keep, until they ſhall be fully ſatisfied, as well the ſaid Annuity of 2000 l. as alſo the aforeſaid Pain of 10 l. and the Arrearages of them, if any ſhall be. And as touching and concerning the aforeſaid Manors, &c. and the Freehold and Inheritance thereof, to the only uſe and behoof of the ſaid *T.* Earl of *B.* and his Aſſigns, for and during the term of his natural life; without Impeachment of, or for any manner of Waſte; and from and after the deceaſe of the ſaid Earl, to the only uſe and behoof of the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, during the time and term of 40 years, from thence next enſuing, fully to be compleat and ended: And from and after the end, or other determination of that Term, unto the only uſe and behoof of the ſaid *J.* Lord *S.* Son and Heir-apparent of the ſaid Earl, and the Heirs of the Body of the ſaid *J.* Lord *S.* lawfully to be begotten. And for default of ſuch Iſſue to the uſe and behoof of the ſecond Son of the Body of the ſaid Earl lawfully to be begotten, and the Heirs of the Body of the ſaid ſecond Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the third Son of the Body of the ſaid Earl lawfully to be begotten, and to the Heirs of the Body of the ſaid third Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of all and every the Son and Sons of the Body of the ſaid Earl lawfully to be begotten, ſucceſſively one after another, according to their Seniority of Age, and Priority of Birth, and the Heirs of the Body of every ſuch other Son lawfully to begotten; the Elder, and the Heirs of his Body lawfully to be begotten, to be always preferred before the Younger, and the Heirs of his Body lawfully to be begotten. And for default of ſuch Iſſue, to the only uſe and behoof of the ſaid Lady *A.* the Daughter, and the Heirs of her Body lawfully to be begotten. And for default of ſuch Iſſue, then to the only uſe of all and every other the Daughters of the Body of the ſaid Earl lawfully to be begotten, and the Heirs-Male of the Body of all and every other of the ſaid Daughters lawfully to be begotten. And for default of ſuch Iſſue, to the

C. to take as a Pain, 10 l. per Month for every Month the ſame ſhall be behind.

If Rent unpaid, to enter and diſtrain, &c.

Freehold and Inheritance granted.

the uſe and behoof of the ſaid *E. S.* for and during the term of his natural life; and from and after his deceaſe, to the uſe and behoof of the firſt Son of the Body of the ſaid *E. S.* lawfully to be begotten, and the Heirs of the Body of the ſaid firſt Son lawfully, iſſuing. And for default of ſuch Iſſue, to the uſe and behoof of the 2d Son, &c. And for default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the Body of the ſaid *E.* &c. And for default of ſuch Iſſue, to the uſe and behoof all and every other the Sons of the Body of the ſaid *E. S.* lawfully to be begotten, ſucceſſively one after another, as they ſhall be in Seniority of Age, and Priority of Birth, and to the Heirs of the Bodies of every ſuch other Son lawfully to be begotten; the Elder, and the Heirs Male of his Body, to be always preferred before the younger, and the Heirs Male of his Body lawfully to be begotten. And for default of ſuch Iſſue, to the uſe and behoof of all the Daughters of the Body of the ſaid *E. S.* lawfully to be begotten, and the Heirs of the Body of the ſaid Daughters lawfully to be begotten. And for default of ſuch Iſſue, to the uſe and behoof of the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, for and during the term of 89 years, from thence next enſuing, fully to be compleat and ended; and from and after the ſaid, and other determination of that Term, unto the only uſe and behoof of *T. B.* Nephew of the ſaid Earl, for and during the term of his natural life; and after his deceaſe, to the only uſe and behoof of the firſt Son of the Body of the ſaid *T. B.* lawfully to be begotten, and to the Heirs of the Body of the ſaid firſt Son lawfully to be begotten. And for default of ſuch Iſſue, to the uſe and behoof of the 2d Son of the Body of the ſaid *T. B.* *ut ſupra.* And for default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the Body of the ſaid *T. B.* *ut ſupra.* And for default of ſuch Iſſue, to the uſe and behoof of all and every other the Sons of the Body of the ſaid *T. B.* lawfully to be begotten, ſucceſſively one after another, as they ſhall be in Seniority of Age, and Priority of Birth, and the Heirs of the Bodies of all and every ſuch other Sons lawfully to be begotten; the Elder, and the Heirs of his Body lawfully to be begotten, to be always preferred before the younger, and the Heirs of his Body lawfully to begotten. And for default of ſuch Iſſue, to the only uſe and behoof of the ſaid Earls true Heirs and Aſſigns for ever. **Provided nevertheleſs,** And it is agreed between all the ſaid Parties to theſe Preſents, That if the ſaid *C.* and all and every ſuch perſon and perſons, ſeiſed or poſſeſſed of any Eſtate whatſoever, of and in the ſaid Mannors, Lands, and Premiſſes, or any part thereof in Truſt, or for the only uſe and benefit of the ſaid *C.* do not, or ſhall not, at the reaſonable Requeſt, Coſts, and Charges, of ſuch perſon and perſons, as after the deceaſe of the ſaid Earl, ſhall then be the Free-hold-Tenants of the ſaid Mannors and Premiſſes, by virtue of theſe Preſents, remiſe, releaſe, and for ever quit claim unto the ſaid party and parties ſo requeſting, and his and their Heirs, all their and every of their Eſtate, Right, Title, Claim, and Demand whatſoever, of and unto the ſaid ſeveral Mannors, &c. and of every part thereof (the aforeſaid Annuity or yearly Rent of 2000 l. limited unto her as aforeſaid, only excepted.) And that by ſuch Conveyance and Aſſurance, and in ſuch manner, as by the ſaid party and parties ſo requeſting

For default of Iſſue to R. T. *and* M. M. *the Executors, &c. and after to* T. B. *Nephew of the ſaid Earl, during his life and after, &c.*

Proviſo.

ing his or their Heirs; or by his or their councel learned, shall be reasonably devised, advised, or required. **And further also**, if the said *C.* do not, or shall not within one Month, next after the decease of the said Earl, Grant, Convey, Remise, and Release, unto such Person and Persons, as the said Earl by any Writing under his Hand and Seal by him, and testified in the presence of two or more credible Witnesses, shall nominate and appoint; or in default of such nomination and appointment, do not imploy and dispose the Goods, Moneys, and other personal Estate, which hath been formerly given by any Deed or Writing unto the said *C.* or to any other Person or Persons, for her use, by the said Earl, or by his appointment, for and towards the payment of the Debts and Legacies of the said Earl, and for the better and more effectual performance of the last Will and Testament of the said Earl, That then and from thenceforth, the said Annuity or yearly Rent of 2000 l. shall cease, determine, and be utterly void to all intents, constructions, and purposes, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. **Provided always**, touching the term of 40 years limited and appointed to the said *R. T.* and *M. M.* their Executors, and Administrators, of the said several Manors and Premisses; It is declared and agreed, That the said term of 40 years so limited unto them, is nevertheless upon this Trust, that the said *R. T.* and *M. M.* their Executors, and Administrators, shall in the first place dispose and imploy the Rents, Issues, and Profits, of the Premisses, towards the payment, satisfaction, and discharge of all Debts of the said Earl, and such Legacies as shall be given and bequeathed by the last Will and Testament of the said Earl, and for and towards the full and effectual performance of the last Will and Testament of the said Earl. **Secondly**, in case the said Earl shall have any Daughters of his Body lawfully begotten, living at the time of his decease, that shall be within the Age of 11 years, That then the said *R. T.* and *M. M.* their Executors, Administrators, and Assigns, shall yearly, and every year forth and out of the Rents, Issues, and Profits of the Premisses, well and truly pay, or cause to be paid unto every of the said Daughters, severally and respectively, the several yearly Sums of 100 l. the year, for, during, and until such time and terms, as the said Daughters shall severally and respectively attain their several Ages of 11 years, at the days and times of payment aforesaid, by even and equal portions; the first payment thereof to begin, and to be made at such of the said Feasts, as shall first and next happen after the death of the said Earl. **And** if it shall happen, that all the said Daughters, saving one, shall dye, before they shall attain their several Ages of 11 years; And that at or after the decase of the said Earl, there shall be but one Daughter of the Body of the said *E.* lawfully begotten, living within the Age of 11 years; That then, and from thenceforth, the said *R. T.* and *M. M.* their Executors, Administrators and Assigns, shall yearly, and every year, forth and out of the Rents, Issues, and Profits of the Premisses, well and truly pay, or cause to be paid unto the said surviving Daughter, the yearly Sum of 200 l. for, during, and until such time as the said surviving Daughter shall attain her Age of 11 years, at the Feasts and times of payment aforesaid, by even and equal portions; the first payment

Further Covenant.

Proviso, the term of 40 years to the said R. T. *and* M. M. *their, &c. of the premisses, upon trust that they shall first discharge the Earls Debts and Legacies.*

Secondly if the Earl have any Daughters, to each 100 l. per Annum.

Terms of payment, and how.

payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the Commencement of the ſaid yearly rent of 100 l. **And** in caſe the ſaid Daughters or any of them, at or after the deceaſe of the ſaid Earl, ſhall have attained their Ages of 11 years, and not married, that then, and from thenceforth, the ſaid *R. T.* and *M.M.* their Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid Daughters, ſeverally and reſpectively the yearly Rent or Sum of 200 l. for, during, and until ſuch time and times as the ſaid Daughters ſhall ſeverally and reſpectively attain their Ages of 18 years, or be Married, which of them ſhall firſt and next happen, at the Feaſts and times of payment aforeſaid, by even and equal portions: the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the ſeveral and reſpective Commencements of the ſaid ſeveral and reſpective yearly Rents of 200 l. as aforeſaid. **And** if it ſhall happen, all the Daughters ſave one ſhall die, before they ſhall attain their Ages of 18 years, or be married, That then and from thenceforth the ſaid *R T.* and *M.M.* their Executors, Adminiſtrators and Aſſigns, ſhall yearly and every year forth, and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter, the yearly Sum of 300 l. for during, and until ſuch time as the ſurviving Daughter ſhall have attained her Age of 18 years, or be married, which of them ſhall firſt and next happen at the Feaſts and times of payment aforeſaid, by even and equal portions: the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the Commencement of the ſaid yearly Rent of 300 l. **And** if it ſhall happen that the ſaid Earl ſhall die, having Iſſue Male of his body, lawfully begotten, and leaving his ſaid Daughters or any of them, not married, or otherwiſe ſufficiently by ſome competent portions provided for them, upon the truſt and confidence that the ſaid *R.T.* and *M.M.* their Executors, and Adminiſtrators, ſhall henceforth, and out of the Rents, Iſſues and Profits of the Premiſſes, pay unto every ſuch Daughter or Daughters of the ſaid Earl, as ſhall not be married or provided for as aforeſaid ſeverally, the ſeveral Sums of 4000 l. a piece, of lawful Money of *England*, at the ſeveral and reſpective Ages of 18 years or days of Marriage, which ſhall firſt and next happen. **And** if it ſhall happen that the ſaid Daughters ſaving one, ſhall die before they ſhall have ſeverally attained their Ages of 18 years, or be married or provided for as aforeſaid, That then the ſaid *R.T.* and *M.M.* their Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter that ſhall not be Married, or provided for, the Sum of 10000 l. of lawful Money of *England*, at ſuch time as the ſaid ſurviving Daughter ſhall have attained her Age of 18 years, or be Married, which of them ſhall firſt happen. *And* as touching the reſidue and remainder of the ſaid Rents, Iſſues and Profits of the ſaid Premiſſes, unto, and for the only uſe and benefit of ſuch perſon and perſons, who ought to have and enjoy the next and immediate reverſion and remainder of the ſaid Mannors and Premiſſes, after the end or other determination of the ſaid 40 years, by virtue of theſe Preſents. *And* it is agreed between the ſaid parties to theſe Preſents, that the ſaid Lady *A.* the Daughter, her Heirs and Aſſigns, in caſe the ſaid Earl ſhall die

The reſidue of the Rents and Profits to him that ought to enjoy the reverſion.

die without Heirs Males of his Body, lawfully begotten, shall well and truly pay, or cause to be paid unto the other Daughters, besides the said Lady *A.* the Daughter of the Body of the said Earl lawfully begotten, severally and respectively at the place of payment aforesaid, the full sum of 4000 pound a piece, of lawful Money of *England*, at, and upon the several and respective Ages of 18 years, or days of Marriage of the said other Daughters, which of them shall first happen, or at, or before the end of one year, next after the decease of the said Earl, in case the said other Daughters shall then have attained their Ages of 18 years, or be Married. *In case of death of the Daughters.* AND if it shall happen, that all the said Daughters, besides the said Lady *A.* the Daughter, saving one, shall dye before the days and times limited and appointed for the payment of the said several Sums of 10000 l. as aforesaid, and that there shall be but one Daughter living, besides the said Lady *A.* the Daughter of the Body of the said Earl lawfully begotten, That then the said Lady *A.* the Daughter and her Heirs and Assigns, shall well and truly pay, or cause to be paid unto the said one Daughter, at the place of payment aforesaid, the full Sum of 10000 l. of lawful Money of *England*, at her Age of 18 years, or day of Marriage of the said one Daughter, which shall first happen, at, or before the end of one whole year next after the decease of the said Earl, without Heirs Males of his body lawfully begotten, in case the said one Daughter shall then have attained her Age of 18 years, or be Married. **Provided also**, and it is Covenanted, Granted, Concluded and Agreed upon, by, and between all the said Parties to these Presents, that if the said Lady *A.* the Daughter, do not, or shall not well and truly pay, or cause to be paid the several Sums of 4000 l. and 10000 l. unto such person and persons, and at such times as the same was limited, and appointed to be paid by the said Agreement, and according to the true intent and meaning thereof, that then, and from thenceforth, the aforesaid Estate of the said several Mannors and Premisses, out of which the 4000 l. and 10000 l. aforesaid are limited, is appointed to be paid as aforesaid, unto the said Lady *A.* the Daughter, and the Heirs of her Body, lawfully to be begotten as aforesaid, shall cease, determine and be utterly void. And then, and from thenceforth the said *B. W.* and *H. D.* and their Heirs, shall be, and stand seised of the several Mannors and Premisses, to the only use and behoof of all the Daughters of the Body of the said *E.* lawfully begotten, and the Heirs of the Bodies of the Daughters of the said *E* lawfully begotten, and for default of such Issue, to such other uses, intents and purposes, as before in these Presents is thereof limited, appointed and declared; and as by the true intent, and meaning thereof, they should or ought to have done, if the said Estate limited in use to the said Lady *A.* the Daughter as aforesaid, had not ceased or determined. *Proviso, for the 99 years Term.* **Provided also**, as touching the said Term of 99 years, limited and appointed to the said *R. T.* and *M. M.* of the said several Mannors and Premisses. It is declared and agreed, that the said Term of 99 years so limited unto them, is nevertheless upon this trust and confidence, that the said *R. T.* and *M. M.* their Executors, Administrators and Assigns, shall yearly, and every year, well and truly pay, or cause to be paid, as well one Annuity, or yearly Sum of

500 l.

500 l. the year; as alſo, 2 ſeveral other Annuities of 200 l. the year in manner and form following (*That is to ſay*) one Annuity or yearly Rent of 500 l. unto the ſaid *C.* for and during the Term of her natural life, one Annuity or yearly Rent of 100 l. the year, unto *F.* Siſter of the ſaid *E.* for and during the Term of her natural life. And the other Annuity or yearly Rent of 100 l. the year unto *E. C.* of *B.* in the County of *C.* Eſquire, for and during the Term of his natural life. The ſaid ſeveral Annuities of 500 l. and 200 l. the year, to be paid at the Feaſt-days, and place of payment aforeſaid, by even and equal portions: The firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen, after the ſaid Term of 99 years, ſhall fall and come in poſſeſſion by virtue of theſe Preſents. And further, That the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall forth, and out of the Rents, Iſſues and Profits of the Premiſſes limited unto them for the Term of 99 years aforeſaid, well and truly pay, or cauſe to be paid, the full Sum of 400 l. in manner and form following. (*That is to ſay*) 200 l. thereof to, and amongſt the Children of the ſaid *F.* Siſter to the ſaid Earl, to be equally divided between them. And 200 l. reſidue of the ſaid 400 l. to and among the Children of the ſaid *E. C.* to be equally divided between them, the ſaid ſeveral payments to be made within one year next after the ſaid Term of 99 years, ſhall fall and come in poſſeſſion by virtue of theſe Preſents. Provided alſo, and it is the true intent and meaning of theſe Preſents, and of all the Parties to the ſame, that it ſhall and may be lawful unto, and for the ſaid Earl, from henceforth, and at any time and times hereafter, for and during the Term of his natural life, by his Deed or Deeds in Writing, to be by him Sealed and Subſcribed in the preſence of one or more Credible Witneſſes, to demiſe, grant, and to Farm let unto any perſon or perſons, for any Term or number of years determinable, upon one, two or three Lives in poſſeſſion, or for any other Term or Terms of years whatſoever, and upon ſuch yearly Rent or Rents as to the ſaid Earl ſhall ſeem meet, and all and ſingular the Mannors, &c. and every part thereof, with their and every of their Appurtenances. Provided further, it is agreed and declared that ſuch Leaſe and Leaſes, Demiſe and Demiſes, ſhall be ſubject to the aforeſaid yearly Rent, Sums of Money and payments, according to the true intent and meaning of theſe Preſents before expreſſed and declared. And it is hereby fully agreed by, and between the ſaid parties to theſe Preſents, for them and their Heirs, that after ſuch Demiſe, Leaſe, Limitation or Appointment ſo made according to any of the powers in, and by theſe Preſents, limited or reſerved as aforeſaid, That the ſaid *B. W. H. D.* their reſpective Heirs and Aſſigns, the Survivor and Survivors of them, and his Heirs, ſhall ſtand and be ſeiſed of ſuch, and ſo much of the ſaid Mannors, &c. as ſhall be ſo Demiſed, Leaſed, Granted, Limited or Appointed to the uſe of ſuch perſon and perſons, and for ſuch Eſtate and Eſtates reſpectively as ſhall be ſo Demiſed, Leaſed, Granted, Limited or Appointed, according to the reſpective powers aforeſaid, charged and chargeable with, and ſubject to the payments of the aforeſaid yearly Rent, Sums of Money, and payment, accord-

ing to the true intent and meaning of these Presents before expressed and declared. And as touching and concerning the Reversion and Reversions after the respective end and determination of such Demises, Grants, Limitations or Appointments, and the Rents respectively reserved, upon any such Demise, Lease or Grant to each use and uses, as before in and by these Presents is declared, Limited and Appointed, touching the said Lands so Demised and Granted, and to none other use, intent or purpose whatsoever. In Witness, &c.

Reversion after the determination of the Demises, Grants, and Limitations, to the use as aforesaid.

A Deed for enjoying of a part in a Voyage, according to the Sum Adventured.

TO all Christian People, &c. I *T. M.* send, &c. Whereas I the said *T. M.* by Virtue and Authority of his Majesties Commission, under the Great Seal of *England* bearing date, &c. to me in that behalf Granted, do purpose and intend very shortly to make a Voyage and Adventure to Sea, with these Ships and Pynaces hereafter mentioned, That is to say, the *A.* and the *R.* And whereas the said *T. M.* hath received, and had the day of the date hereof, of *O. P.* of *L.* Merchant, the Sum of 100 *l.* &c. which is to be put and run in Adventure, upon the said intended Voyage, in the said Ships and Pynaces, and is by me the said *T. M.* to be imployed in and about the furnishing and setting forth of the said intended Voyage. In Consideration whereof, Know ye, That I the said *T. M.* do Covenant, Promise and Grant, and me and mine Heirs, Executors and Administrators, do charge and bind to and with the said *O. P.* his Executors, Administrators and Assigns, by these Presents, That I the said *T. M.* mine Executors, Administrators or Assigns, shall and will within one month next after the good return of the Ships and Pynaces above mentioned, or any of them, into this Realm of *England*, or any of His Majesties Dominions, well and truly give, pay, allow and deliver, or cause to be paid, allowed and delivered unto the said *O. P.* his Executors or Assigns, the just part and parcel ratably with other Adventures, in the said Voyage, according to the proportion of the same, so by me received as aforesaid, out of, and in all and singular the Goods, Treasures, Merchandizes, Commodities and things whatsoever, which shall be had, gotten or obtained, during the said intended Voyage, in, with or by means of the foresaid Ships and Pynaces, or any of them, without Fraud or Covin. In Witness, &c.

Money adventured.

To pay, and allow a just part according to the proportion.

A Deed of Trust for maintenance of a Wife and Children.

THis Indenture made, &c. Between *J. W.* of *B.* in the County of *E.* of the one part, and *W. H.* of *G.* in the County of *M.* of the other part witnesseth, That the said *J. W.* for, and in consideration of the Sum of, &c. of lawful money of *England* to him in hand paid by the said *W. H.* at and before the ensealing and delivery of these Presents, And for divers other causes and considerations, him the said *J. W.* thereunto especially moving, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents, doth grant, bargain, sell, alien release and confirm, unto the said *W. H.* his Heirs and Assigns for ever, all that the Mannor, &c. and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Mannors, Lands, Tenements, and Hereditaments and Premisses, and every part and parcel thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. W.* of, in, to, or out of the said Mannors, Messuages, Lands, Tenements, and Hereditaments, and Premisses, and every or any part thereof, All which said Mannors and Premisses, the said *J. W.* by a certain Indenture, bearing date, &c. hath for the considerations therein expressed, granted, bargained, sold, demised, and to Farm-letten unto the said *W. H.* his Executors, Administrators and Assigns, from the time of the ensealing and delivery of the same recited Indenture, for the term of, &c. thence next ensuing, and fully to be compleat and ended, at and under the Rent of, &c. payable, &c. if the same be lawfully demanded, as by the said recited Indenture more at large appeareth. And all which Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses before mentioned by virtue thereof, and of the Statute of Uses, now are in the actual possession of the said *W. H.* To have and to hold the said Mannor, Messuages, Lands, Tenements, Hereditaments and Premisses, hereby granted, bargained, sold, aliened, released and confirmed, or meant, mentioned, or intended, to be hereby granted, bargained, sold, aliened, released and confirmed, and every part and parcel thereof, to him the said *W. H.* his Heirs and Assigns for ever, to the only and proper use and behoof of him the said *W. H.* his Heirs and Assigns for ever. And it is hereby agreed, by and between the said parties, That the said *W. H.* and his Heirs shall have and hold all and singular the Mannors, Messuages, Lands and Premisses, with their Appurtenances, upon this special Trust and Confidence, nevertheless, That he the said *W. H.* his Heirs and Assigns, shall and may during the joynt lives of the said *J. W.* and *M.* his now Wife, receive all the Benefits, Issues, Rents and Profits, of all and singular the Mannors, Houses, Tenements, Lands and Premisses whatsoever, and employ the same, and every part thereof, wholly for the use, maintenance, benefit and livelihood of *M.* now Wife of the said *J. W.* and to and for the

Considerations.

Grant.

Habend.

Uses.

livelihood, maintainance, and education of the Children of them the said *J.* and *M.* and for the maintenance, upholding, and reparation of the Manor and Manſion-houſe of the ſaid *J.W.* aforeſaid, called *B.* being a great Houſe, and much decayed, with all the out Houſes, Barns, Stables, Dove-houſes, and Buildings thereunto belonging. And upon this further truſt and confidence, That he the ſaid *W. H.* and his Heirs, from and after the death of the ſaid *J. W.* ſhall and will permit and ſuffer the ſaid *M.W.* during her life, to have, take, perceive and enjoy the Moyety, or one half of all the Manſion-houſe called *B.* and of all and ſingular the Rents, Iſſues, and Profits of the ſaid Mannors, Lands and Premiſſes, for her ſupport, livelihood and maintenance, and the livelihood, maintenance, and education of the younger Children of them the ſaid *J.* and *M.* And for and during the life of the ſaid *M.* ſhall and will permit and ſuffer the eldeſt Son of the ſaid *J.* and *M.* then living, to have, take, perceive and enjoy the other Moyety of the ſaid Manſion-houſe, called *B.* and of the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes, for his livelihood and maintenance; and in caſe the ſaid *J.W.* have no Iſſue Male living at the time of his death, then upon Truſt and Confidence, that the ſaid *W.H.* and his Heirs, ſhall and will permit and ſuffer the Daughters or Daughter of the ſaid *J.W.* and *M.* his Wife, for and during the life of the ſaid *M.* to have, hold, take, receive, perceive and enjoy one Moyety of the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, for their and her livelihood and maintenance: And in caſe there ſhall be no Iſſue of the Body of the ſaid *J.W.* and *M.* his Wife living at the time of his death, or in caſe ſuch Iſſue ſhall happen to die during the ſaid *M.* her life, then upon Truſt and Confidence, that the ſaid *W. H.* and his Heirs ſhall permit and ſuffer the ſaid *M.W.* to have, perceive, take, and enjoy all the Rents, Iſſues, and Profits of all and ſingular the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, during her life, for her better livelihood and maintenance. And in caſe there ſhall be any Iſſue of the Body of *J.W.* and *M.* his Wife living at the time of the death of the ſaid *M.W.* then upon this further Truſt and Confidence that the ſaid *W.H.* and his Heirs, ſhall and will at the requeſt, and at the proper coſts and charges in the Law of the Son or Daughters of the ſaid *J.W.* as ſhall be then Heir or Heirs of the bodies of the ſaid *J.W.* and *M.* his Wife, grant, alien, convey, aſſure, and diſpoſe of the ſame Mannors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, unto the ſaid Heir or Heirs, of the bodies of the ſaid *J.W.* and *M.* his Wife, their Heirs and Aſſigns; And in caſe there ſhall be no Iſſue of the bodies of the ſaid *J.W.* and *M.* his Wife, living at the time of the death of the ſaid *M.* then upon this ſpecial Truſt and Confidence, and to the intent and purpoſe, that the ſaid *W. H.* his Heirs and Aſſigns, ſhall and will ſell or otherwiſe diſpoſe of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes ſo Eſtated upon him the ſaid *W. H.* and his Heirs, by theſe Preſents as aforeſaid, and ſhall imploy and diſpoſe of the ſame, or of the Monies ariſing upon the Sale thereof, in ſuch manner as the ſaid *W.* ſhall by his laſt Will and Teſtament in Writing, limit, direct, and appoint.

And

And it is further agreed by and betwixt the said parties to these Presents, and the said *J. W.* doth hereby declare, That it shall and may be lawful to and for the said *W. H.* and his Heirs, to defaulk and deduct out of the Monies which shall be raised out of the sale of the said Mannors, Lands, Tenements and Premisses, all such Moneys, charges, and expences as he and they shall lay out, expend, or shall be damnified, in or by the managing and execution of this present Trust. In Witness, &c.

To sell Land to pay Debts and Legacies.

UPon Trust and Confidence, nevertheless, to the intent and purpose, That they the said *A. B.* and *C. D.* and their Heirs, sell and dispose of the said Mannor of *L.* and all the Messuages, Lands, Tenements, and Hereditaments estated upon them the said *A. B.* and *C. D.* and their Heirs by these Presents, and shall imploy and dispose of the Money arising upon sale of the said Mannors and Premisses towards the said satisfying and discharging of all the proper Debts of the said *E. F.* and of all such Legacies as the said *E. F.* shall by his last Will and Testament in Writing give, devise, or bequeath to any person or persons whatsoever. And to the intent also, and upon this further Trust and Confidence, that after the said Debts and Legacies shall be paid and satisfied, and after the said *A. B.* and *C. D.* shall be satisfied all such charges and disbursments as they shall lay out, disburse and expend in the managing and executing of this present Trust, they the said *A. B.* and *C. D.* and their Heirs, shall pay over the surplusage of the said Moneys that shall be raised by the sale of the said Mannor and Lands, if any be, unto the said *E. F.* And the said *E. F.* doth hereby declare, That the Debts which he doth intend, shall be satisfied out of the Moneys raised by the sale of the said Mannor and Premisses, are his own proper Debts; and not such as he doth or shall stand engaged in, as surety for any other. And the said *E. F.* doth hereby also declare, That it shall and may be lawful, to and for the said *A. B.* and *C. D.* and their Heirs, to defaulk, and detect out of the Moneys, that shall be raised by the sale of the said Mannor and Premisses, all such Moneys, charges, and expences, as they shall lay out, expend, or be damnified in the managing and execution of this present trust.

charges to be deducted out of the Sale.

A Declaration of a Trust concerning Conveyances taken in other mens names.

THis Indenture made, &c. between, &c. now Witness these Presents, and the said *T. A.* and *R. C.* severally and respectively do hereby acknowledge and declare, That the Money and consideration paid and disbur-

sed as well for the Assignment of the said Lease, as also for the bargain and sale of the said Messuage or Tenement, and other things there contained, was the proper Money of the said *T.H.* and that their names were therein used at the nomination and appointment, and for the only use and benefit of the said *T.H.* his Heirs and Assigns. **And thereupon** it is agreed by and between the parties to these Presents, and hereby declared, That the said *T. A.* and *R. C.* &c. their Heirs, Executors, or Administrators, do and shall hold the Estates aforesaid respectively upon these Trusts, *Videlicet*, That they shall permit and suffer the said *T.A.* his Heirs and Assigns, and such persons as he or they shall nominate or appoint, to have, hold, and enjoy the said Messuage or Tenement, and other things, and the Rents and Profits thereof to take to his own use and shall and will also at the Request and Charges of the said *T.H.* his Heirs or Assigns, grant, convey, and assign the said Messuage, &c. and all their Estate therein, unto such persons as the said *T.H.* or his Heirs shall appoint.

An Assigment to Feoffees in Trust.

Recital of the first grant.

This Indenture made, &c. Between *T. C.* of *W.* &c. of the one part, and *W. B.* of &c. Gent. and *H. C.* of *W.* aforesaid, Yeo. of the other part, **Witnesseth**; That whereas *R.S.* of *S.* in the said County Esq; by his Indenture of Lease bearing date, &c. did thereby (for the consideration therein expressed) demise, grant, set, and to Farm let unto the said *T.C.* and his Assigns, all that his Messuage and Tenement, with the Appurtenances, situate, &c. in *W.* and in *V.* aforesaid, &c. or in both or either of them, late in the Tenure, &c. of *T. L.* or his Assigns, and then or now are in the Tenure of the said *T. C.* and his Assigns, together with all Houses, Edifices, Buildings, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Leasows, Pastures, Woods, Underwoods, Commons, Common of Pasture, Mosse-room, Ways, Waters, Easements, Liberties, Profits, Commodities, and Hereditaments to the said Messuage and Tenement; and Premisses lying, belonging, &c. or reputed, taken, or known as part, &c. with all and singular their Appurtenances, **To have**, &c. and peaceably to enjoy the said Messuage and Tenement, Edifices and Buildings, &c. and all other the Premisses, and all and singular their Appurtenances, unto him the said *T.C.* and his Assigns, for and during all the term of the natural life and lives of him the said *T.C. H. C.* Brother of the said *T.* and *R.A.* of &c. Yeo. and for and during all the term of the natural life and lives of them longest living, yielding, &c. unto the said *R. S.* his Heirs and Assigns the ancient yearly Rent of 27 s. 4 d. of &c. at the Feast day of, &c. by equal portions, with the suits, services, boons, averages, and duties due, and of Right heretofore accustomed to be yielded, paid, or done, for the said Messuage, Tenement and Premisses, with divers Appurtenances, as in and by the said recited Indenture of Lease, Relation, &c. **Now this Indenture further Witnesseth,**

Habend.

witneſſeth, That the ſaid *T. C.* for and in conſideration of a Marriage already had and ſolemnized between him the ſaid *T. C.* and *E.* now Wife of the ſaid *T.* and of the Sum of 60*l.* of &c. paid and given in Marriage unto the ſaid *T. C.* with her the ſaid *E.* and alſo for the better livelihood and ſtay of living of and for the ſaid *E.* if ſhe fortune to ſurvive and out-live him the ſaid *T. C.* as alſo for and to the end, that the ſaid Meſſuage, Tenement, and Premiſſes, with the Appurtenances, may be uſed, occupied, and improved during the term hereafter ſpecified, according to ſuch and the ſame Limitations, Truſts, Proviſoes, and Uſes, as hereafter in and by theſe Preſents are mentioned, &c. and to and for no other Uſe or Uſes, Truſts, Limitations, or Proviſoes whatſoever, in any wiſe, hath granted, aſſigned, and ſet over, and by theſe Preſents, doth grant, &c. unto the ſaid *W. B.* and *H. C.* their Executors, Adminiſtrators, and Aſſigns, all the ſaid Meſſuage or Tenement, Edifices, &c. and Hereditaments thereunto belonging, with the Appurtenances whatſoever, together with the ſaid recited Indenture of Leaſe, and all the Eſtate, Right, Title, and Intereſt of him the ſaid *T. C.* of, in, and to the ſaid Premiſſes, and of, in, and to every or any part or parcel thereof, **To have**, &c. the ſaid Meſſuage and Tenement, and all and ſingular other the above recited Premiſſes, with the Appurtenances, to the ſaid *W. B.* and *H. C.* and their Executors, Adminiſtrators, and Aſſigns, from, &c. for and during all the term of 99 years then next, &c. fully to be, &c. (if the term mentioned in the ſaid recited Indenture of Leaſe ſo long, &c. to ſtand and be poſſeſſed thereof, to and for ſuch and the ſame Limitations, &c. as hereafter in and by theſe Preſents are mentioned, &c. and to and for none other Limitation whatſoever in any wiſe; (**That is to ſay**) upon a ſpecial Truſt and Confidence, nevertheleſs, that the ſaid *W. B.* and *T. C.* their Executors, &c. ſhall and will permit and ſuffer the ſaid *T. C.* and his Aſſigns to have, &c. and peaceably to enjoy the ſaid Meſſuage or Tenement, and Premiſſes with the Appurtenances, from, &c. for and during ſo many years of the ſaid term of 99 years as ſhall expire and run up in the life-time of the ſaid *T. C.* he the ſaid *T. C.* and his Aſſigns, paying and diſcharging all the Rents, Duties and Services due and payable for the ſame; and that immediately after the Death and Deceaſe of the ſaid *T. C.* the ſaid *W. B.* and *H. C.* the Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *E.* now Wife of the ſaid *T. C.* and her Aſſigns, to have, &c. the Moyety and one half part of the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, with the Appurtenances, from thenceforth during ſo many years, &c. if ſhe the ſaid *E.* ſhall keep her ſelf ſole, chaſt, and unmarried, and of honeſt Converſation of her body, and alſo if the term, &c. *ut ſupra*; but if ſhe ſhall happen either to marry, or miſcarry, then after marriage or miſcarriage (whether ſhall firſt happen) the ſaid *W. B.* and *H. C.* their Executors, &c. ſhall and will permit, &c. the ſaid *E.* and her Aſſigns to have the ſaid Meſſuage, &c. thenceforth during *ut ſupra* if the Original Leaſe, &c. for and in lieu, contentation, and full ſatisfaction of her Right, Title, of Joynture; ſhe the ſaid *E.* and her Aſſigns paying and diſcharging the moyety or one half part of the Rents Duties, and Services, due and payable for the ſame, during ſuch time as ſhe

Conſideration.

Grant.

Habendum.

upon ſpecial Truſt.

ſhall keep her ſelf ſole, &c. and after marriage or miſcarriage a full 3d. part of the ſaid Rents, &c. from year to year during, &c. and that immediately after the deceaſe of the ſaid *T. C.* the ſaid *W. B.* &c. their, &c. ſhall and will receive, perceive, and make the Rents, Iſſues, and Profits as well of the other Moyety or half of the ſaid Meſſuage, &c. until the ſaid *E.* ſhall happen to marry or miſcarry; as alſo two parts thereof after ſuch marriage or miſcarriage, and the ſame ſhall and will convert, imploy, and beſtow to and for the perſonal ſuſtainance, education, and bringing up of the Children of the ſaid *T.* to be begotten on the body of the ſaid *E.* reſpectively, until the eldeſt of his Sons, and for default of ſuch Iſſue, the eldeſt of his Daughters, ſhall accompliſh his or her Age of 21 years, and immediately after ſuch Son, and for default of ſuch Iſſue, ſuch Daughter ſhall have accompliſhed the age aforeſaid, the ſaid *W. B.* other, &c. ſhall and will permit and ſuffer ſuch Son or ſuch Daughter, and their Aſſigns, to have, &c. as well two parts of the ſaid Meſſuage, &c. in the caſe aforeſaid, or elſe the Moyety thereof, as alſo the whole Meſſuage from and after the deceaſe of the ſaid *E.* for and during the reſt and reſidue of the ſaid Term, &c. then to come and unexpired fully to be compleat, &c. if the Term in the &c. for and under the Rents, &c. due for the ſame; and if it happen the ſaid *T.* to die, &c. without Iſſue of his Body lawfully begotten, that then the Feoffees ſhall permit, &c. *R. S.* the Son and his Aſſigns and the Iſſue of his Body lawfully to be begotten, to have, &c. the ſaid Meſſuage, &c. from thenceforth, for and during the reſt, *Ut ſupra*, fully, &c. if the Term, &c. in ſuch ſort, manner and form, as the Iſſue of the ſaid *T. C.* ſhould or might have, had, held, or enjoyed the ſame, as above is mentioned and limited, and to and for none other limitation, &c. or uſe whatſoever in any wiſe. In Witneſs, &c.

An Indenture where a Debt is made in one man's name, and yet two mens Money.

Recital of the Recognizance, and expreſſed in Indentures of Defeaſances.

THis Indenture made, &c. Witneſſeth, That whereas *R. S.* by one Recognizance made according, &c. with a Condition thereupon made, expreſſed in a pair of Indentures of Defeazances, bearing the date of the ſame Recognizance wherein the ſaid *A. B.* hath Covenanted; That then, &c. Or elſe, &c. Of the which Sum of 500 l. the ſaid *A. B.* doth by theſe Preſents acknowledge and confeſs, That the Sum of 250 l. parcel thereof, is the proper Debt and Money of the ſaid *C. D.* and was and is made payable with the reſt of the whole Debt, wholly to the ſaid *A. B.* upon Truſt and Confidence in him repoſed and put, by the ſaid *C. D.* for and touching his ſaid part thereof, and the reſt thereof belongeth to the ſaid *A. B.* Therefore and in conſideration whereof, the ſaid *A. B.* for him, &c. That he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, at the ſaid, &c. O day of, &c. if the ſaid Sum of 500 l. ſhall be paid to him or them, according as it is limited in the ſaid Indenture of Defeaſance, ſhall then well and truly pay, &c. the ſaid Sum of 250 l. parcel thereof. And if default of payment thereof ſhall

A. B. Truſtee for C. D.

A. B. to pay C. D. his part in default of payment.

ſhall be then had or made, in part or in all, that then, or at any time after, the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, ſhall not give any longer day or reſpite of payment of the ſaid Sum of 500 *l.* or any part thereof, without the Conſent of the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns; But ſhall with effect ſue for and recover the ſaid Penalties of [illegible] and with as much ſpeed as he or they lawfully and reaſonably may do, by virtue of the ſaid Recognizance, at the Coſts and Charges of the ſaid parties to theſe Preſents, their Executors or Aſſigns, according to the Rate of their ſeveral portions of the Debt aforeſaid. And that the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may quietly have, receive, take, and enjoy to his and their own proper uſe all ſuch and ſo much of the ſaid Penalties of [illegible] or of ſuch other recompence, as in that behalf ſhall be recovered or gotten as to the ſaid *C. D.* ought to belong of the Debt and Penalties aforeſaid, according to the Rate of his ſaid portion of the ſaid Debt: That is to ſay, part and portion like of the ſame, which the ſaid *A. B.* his Executors, and Aſſigns, according to the Rate of his ſaid portion in like ſort, ſtate, and condition, in all points and things as the ſaid *A. B.* his Executors or Adminiſtrators, ſhall or may have or enjoy the reſidue thereof, without Let, Claim, Hinderance, Denial, Releaſe, or Diſcharge, of by the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, or any of them, and without any account or other thing thereof or therefore, to him or them, in any wiſe to be made yielded, or given. In Witneſs, &c.

A.B. not to give longer time without the conſent of D. B. ſhall endeavor the Recovery.

That C. D. may quietly receive, and take to his own uſe, all ſuch, and ſo much of the penalties according to the proportion of his Debt.

A.B. the reſidue without any Account.

A Declaration of a Truſt in a Leaſe.

THis Indenture Witneſſeth, and it is hereby Teſtified and Declared, That the ſaid ſeveral Aſſignments and Grants before mentioned, are made to the ſaid *J. L.* upon ſpecial Truſt and Confidence, to the uſes, intents, and purpoſes hereafter mentioned; That is to ſay, That the ſaid *J. L.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and will permit and ſuffer the ſaid *E. F.* his Heirs and Aſſigns, for and during the Term of his natural life, to have, receive, perceive, and take the Rents, Iſſues, and Profits of all and ſingular the ſaid Lands, Tenements, Hereditaments, and Premiſſes; And from and after his deceaſe, ſhall permit and ſuffer Dame *J. E.* wife to the ſaid *E. F.* to receive, perceive, and take the Rents, *ut ſupra*, &c. during the Term of her natural life: And after their deceaſes, that the ſaid *J. L.* during his natural life, ſhall have, receive, *ut ſupra*, &c. And after his deceaſe, the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *J. L.* ſhall ſtand and be ſeiſed, and poſſeſſed in Truſt for *R. L.* eldeſt Son of the ſaid *J. L.* and the Heirs Males of his Body to be begotten. And in caſe the ſaid *R. L.* ſhall dye without Iſſue Male, in Truſt for *T. L.* 2d. Son of the ſaid *J. L.* and the Heirs Males of his Body lawfully to be begotten; and in caſe the ſaid *T. L.* ſhall dye without Iſſue Male, in Truſt for *M. L.* third Son of the ſaid *J. L.* and the Heirs Males of his Body lawfully to be begotten, And in caſe

Recital of the ſeveral Aſſignments upon Truſt.

case *M. L.* shall dye without Issue Male; then to the Heirs, Executors, or Administrators, of the said *J. L.* the Father Respectively, and their Assigns, for ever. And upon further Trust and Confidence, That in case the said *E. F.* or any other the parties to whom the said Premisses are limited in Trust as aforesaid, shall have and desire, or be minded to renew all or any of the said Leases, then the said *J. L.* his Heirs, Executors, and Administrators, according to their respective Interests, shall and will, upon Request in that behalf to be made, and at the Costs and Charges of her, him, or them so desiring the same, surrender all or any of the said Leases and Premisses hereby respectively Demised, and all his or their Estates or Interests therein, so as such of the said Leases so to be Renewed, shall be assigned and set over unto such person and persons as she or they that shall procure the same, shall nominate, and appoint upon such Trust and Confidence, and to such intents and purposes as is herein before declared limited and appointed. And upon further Trust and Confidence, That the said *J. L.* his Heirs, Executors, and Administrators shall from time to time according to their respective Estates, Grant and make out to any person and persons, all and every such Lease and Leases of the said Premisses, or any part thereof, as any of the parties who shall have the present benefit and profit of the said Premisses shall require; And which he the said *J. L.* his Heirs, Executors, or Administrators may lawfully do, according to the purport, intent, and true meaning of these Presents, so as upon the said Lease and Leases, so to be made as aforesaid, there be reserved the accustomed Rent, and so as the said Lease and Leases so to be made as aforesaid, do not exceed the number of Twenty one years. Provided always nevertheless, and upon Condition, That if the said *E. F.* shall at any time hereafter during the term of his natural life, be minded and resolved to revoke and frustrate and make void this present Grant, Bargain and Sale, and shall for that intent and purpose pay, or tender, or cause to be paid or tendred unto the said *J. L.* his Heirs, Executors, or Assigns, or any of them, or to any other person or persons to his or their use, the Sum of 10 shill. of lawful Money of *England*, with intent to make void the same; That then, and immediately from and after such payment, or tender, had or made, this present Grant, Bargain and Sale, shall be utterly void, frustrate, and of none effect, to all intents, constructions, and purposes whatsoever, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

Proviso, That if E.F. be minded to make void the said grant, then to pay or tender 10 s. to make void the same.

An Indenture to Declare the Use of a Fine and Recovery levied and suffered.

THis Indenture made &c. Between *A. M.* &c. *J. B.* and *G. B.* of the one part, and *R. C.* &c. of the other part; **Whereas** the said *A. M.* being seised in his Demesne as of Fee, of and in certain Messuages, Lands, Tenements, and Hereditaments with the Appurtenances, situate, lying, and being in *W.* in the County of *C.* And it having been agreed between the said *A. M.* and the said *R. C.* that for valuable consideration of Money to the said *A.* to be paid by the said *R. C.* should convey the said Lands and Premisses unto said *R. C.* and his Heirs, in such manner as the Councel learned of the said *R. C.* should advise or require. **And whereas** by advice of the Councel learned of the said *R. C.* in *E.* Term last past, before the date hereof, in the Court of *Common-Pleas* at *W.* did commence, prosecute and bring one Writ of *Entry, Sur disseisin en le post*, against the said *R. C.* demanding thereby one Messuage, Two Gardens, &c. with the Appurtenances in *W.* aforesaid; unto which Writ the said *R.* did appear, and did vouch to Warranty the said *A. M.* who being then present in Court, the said Voucher in her proper person vouched over one Voucher, whereby a good and perfect Common Recovery of the said Premisses, with double Voucher, according to the form of Common Recoveries, in such case used, was in due form of Law suffered and executed. **And whereas** the said *A.* in *E.* Term aforesaid, by advice of Councel of the said *R. C.* did levy and acknowledge in due form of Law, before His Majesties Justices of His Highness said Court of *Common-Pleas*, unto the said *R. C.* and his Heirs, one *Fine, Sur cognisance de droit Come ceo*, &c. with Proclamation thereupon had, according to the form of the Statute in that behalf made and provided, of, for, and concerning the said Premisses, and the manner of one Messuage, one Garden, &c. in and by the said Fine and Recovery, as relation being thereunto had, more fully and at large appeareth. **Now this Indenture witnesseth**, That the said *J. B.* and *G. B.* and *A. M.* and every of them, for themselves, their Heirs, Executors, Administrators, and Assigns, and for every of them, do covenant, promise, grant, declare, and agree, to and with the said *R. C.* his Heirs and Assigns, and to and with every of them by these presents, that the said recited Fine and Recovery, and the Recoveror and Recoverors therein named, and their Heirs and Assigns, and the Heirs of the Survivor of them, and all other person and persons, which now are, or shall be seized of the said recited Premisses, and every part and parcel thereof, shall thereof stand and be seised, to and for the only use and behoof of the said *R. C.* his Heirs and Assigns for ever, and to and for no other use, intent, or purpose whatsoever; **In Witness**, &c.

Recital of A. M. being seized.

Agreement upon valuable considerations.

Commencement of the writ of Entry Sur disseisin en le Post, R. *did appear and vouch to warranty. Recovery with double Voucher.*

Fine, Sur cognisance de droit *acknowledged.*

That Fine and Recovery, and Recoveror and Recoverors therein named, &c. To stand seized to the use of R. C. *his Heirs and Assigns for ever.*

An

An Indenture, to declare the Uses of a Fine and Recovery levied and suffered.

Recital of the Fine.

THis Indenture made &c. And Whereas the said *J.S.* in *M.* Term last, did levy and acknowledge a Fine in the Court of Common Pleas at *W.* unto *J. G.* of all the said Messuages, Lands, Tenements, and Hereditaments before mentioned, to the intent and purpose, that the said *J.G.* might become Tenant of the Free-hold of the said Messuages, Lands, and Premisses, to the end, that a Writ of *Entry* in the *Post*, might be brought and prosecuted against him, That a Common Recovery might be had of all and singular the said Messuages, Lands, Tenements and Hereditaments, according to the course of Common Recoveries, used and accustomed; And whereupon a Writ of *Entry* was duly sued out and prosecuted against the said *J. G.* and thereupon a Common Recovery was also had and duly executed. Now it is agreed by and between all the said parties, and it is hereby declared, that the said Fine was so had and levied, and intended to be, to the only use of the said *J.G.* and his Heirs, to the intent that he might become Tenant of Free-hold of the said Lands and Premisses, until the said Recovery was so had and executed. And that after the said Recovery was so had and executed, the said Fine and Recovery, and the Conuzees and Recoverors in or by the same were meant and intended to be, and shall be, to the only use, benefit, and behoof of the said *J.S.* his Heirs and Assigns, to the intent, that all former Estates, and every Reversion and Reversions, being barred thereby, the said *J.S.* might thereby become seized of an absolute and perfect Estate in Fee-simple for the better setling the said Messuages and Premisses, to the uses herein before mentioned, and to none other use, intent or purpose whatsoever.

Declaration of Fine and Uses.

An Indenture to declare the Use of a Fine levied.

THis Indenture *Tripartite*, made, &c. Between *R. F.* sometime of, &c. and *J.* his Wife of the first part, *J. W.* of, &c. and *A.* his Wife of the second part, and *A.M.* of, &c. and *T.S.* of, &c. of the third part. Whereas the said *R.F.* and *J.* his Wife, and *J. W.* and *A.* his Wife, having in the term of, &c. last past, knowledged a Fine in due form of Law of all those 2 Messuages or Tenements called, &c. with the Appurtenances, and of 4 Cottages and one Curtillage, with the Appurtenances, in the Parishes of, &c. to the

Recital of the Fine.

said

and to the Heirs of the said *A.* for ever, which said Premiſſes [illegible] Tenements, and Hereditaments of *E. M.* late of, &c. deceaſed, and at the levying of the ſaid Fine, were the Inheritance of the ſaid *T. F.* in fee ſimple. Siſter of the ſaid *E. M.* Both this Indenture witneſſeth, that the true intent and meaning of the ſaid Fine, and of all the parties thereto, and of theſe Preſents, was, and is, and it is by theſe Preſents declared by all the Parties thereunto declared, that the ſaid Fine, and all effects thereof, ſhall ſtand and enure, and ſhall be conſtrued and taken to be and enure, to the uſes, behoofs, intents, and purpoſes hereafter mentioned. (*That*) to the uſe and behoof of them the ſaid *T. F.* and *A.* his Wife, their Heirs and Aſſigns of their Aſſigns, for and during the natural life of the ſaid *A.* and from and after the deceaſe of the ſaid *A.* then to the uſe and behoof of the ſaid *T. F.* and *I.* his Wife, their Heirs and Aſſigns for ever, and to no other uſes, intents or purpoſes, any matter or thing in the ſaid Fine contained to the contrary thereof notwithſtanding. In Witneſs, &c.

uſes of the ſaid Fine.

To declare the Uſe of a Fine levied.

This Indenture the ſaid *T. F.* and *M.* his Wife, have laſt *E.* Term, levied a Fine to the ſaid *F. T.* and *H. H.* as well of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, by the ſaid Indenture, bearing date, &c. mentioned to be bargained and ſold to the ſaid *H. H.* and [illegible] as alſo of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, by the ſaid Indenture, bearing date, &c. mentioned to be bargained and ſold to the ſaid *F. H. M. P.* and *T. T.* their Heirs and Aſſigns; and alſo of two other Tenements or Cottages, Orchards, Gardens, and Hereditaments, with the Appurtenances thereunto belonging, and therewith uſed, occupied or enjoyed, now or late in the Tenure, Poſſeſſion, or Occupation of [illegible] lying and being, or belonging to the ſaid Capital Meſſuage or Manſion-houſe. Both the ſaid Preſents do witneſs and declare, that the true intent and meaning of the levying of the ſaid Fine, at the time of levying thereof, was, and is to be taken to be to the uſes, intents, and purpoſes following, and concerning the ſaid Meſſuages, Lands, Tenements and Hereditaments mentioned to be granted, bargained, and ſold to the ſaid *H. H.* and [illegible] by the ſaid Indenture, bearing date, &c. To the uſe of, &c.

A Deed to levy a Fine.

This Indenture, &c. Between *A. B.* of the one part, and *R. G.* Cit. &c. and *T. G.* &c. of the other part, Witneſſeth; that the ſaid *A. B.* for diverſe conſiderations him moving, doth by theſe Preſents covenant, grand conclude,

covenant to levy a Fine.

clude, condescend and agree, to and with the said *R.* and *T.* that the said *A.* shall and will in this present Term of St. *M.* cause and levy unto the said *R.* and *T.* one Fine with Proclamations and Exigents according to the Custom of that which the said *R.* and *T.* had of the Gift of the said *A.* of the Manors, &c. 53 Messuages, 26 Cottages, 12 Tofts, 800 Acres of Land, 400 Acres of Meadow, 1000 Acres of Pasture, 100 Acres of Wood, and 10 *l.* Rent, with their Appurtenances, in &c. in the said County of S. and of all other the Lands, Tenements, Rents, Tithes, Services, and other Hereditaments in the said *A.* lye, lying, and being in the said County of S. And the same to be levied, and the Manors, Lands, Tenements and Hereditaments in the said Fine expressed, shall be to the use of the said *A.* for term of his life, not expressed, and to the use and intent of the said *A. R.* shall or may at any time hereafter, during the life of the said *A.* make Leases for term of years of all and singular the Premisses, with their Appurtenances, or of any part thereof, shall remain and come after the death of the said *A.* according to the quantity, portion or part of the said Lands, Tenements and Hereditaments, that so shall remain or come to every such person, and after such Lease or Leases so made, the said *R.* and *T.* and either of them, and all other person and persons, claiming by, from, or under them, or any of them, shall stand, and be of the Premisses seised to the use of such Lessee, during their several Terms, and no longer. Provided always, That if the said Leases, or any of them, shall not content and pay the said Rents, and every part thereof, within 15 days, the days of payment thereof, the same and from thenceforth, the Uses limited by these Presents unto the said Lesses, shall be utterly void, cease and determine; and that then and from thenceforth, the said *R.* and *T.* and all other persons claiming from, by or under the said *R.* and *T.* or the said *A.* shall stand and be of the Premisses seised to other the Uses in these Premisses limited, as if no such Lease had been had or made, any thing to the contrary notwithstanding. And if fortune *M.* now Wife of the said *A.* to decease and die, during the life of the said *A.* then the said Parties do further grant, covenant, conclude and agree, the one with the other; That the said *R.* and *T.* shall stand and be seised to the use of such person, as the said *A.* shall take to Wife, in such manner and form, and of so much of the Premisses as the said *A.* shall by his Deed made, to or with any person, limit, declare and appoint to such person as the said *A.* shall take to Wife. And it is further Covenanted and granted between the said Parties, That if the said *A.* fortune to decease, leaving the said *M.* now Wife of the said *A.* that the said *R.* and *T.* and all other claiming by, from, or under them, shall stand and be seised of the Moyety, and half part of the said Mannors, Lands, Tenements and Hereditaments, as shall be expressed and nominated in the said Fine, to the use of the said *M.* for term of her natural life. And it is further Covenanted, granted, concluded, condescended and agreed between the said parties, that the said Fine so to be levied, during the life of the said *A.* shall be to the use of the said *A.* for term of his natural life, and after the decease of the said *A. R.* the said Fine to be levied of the said Mannors, Lands, Tenements and Hereditaments, and of all other the Premisses, with their Appurtenances,

use to make Leases for 21 years.

Proviso, That if the said Leases contain not the Rents, levy to be void.

And to stand seised to other uses.

If A. die M. his wife living R. and T. and all other claiming to stand seised of half part, for the term of M. natural life. The fine so to be levied to the use of A. during his natural life, and after.

ces,

To the use of R. R. his Son, and M. wife of the said A. and of the Heirs Males of his Body lawfully to be begotten with reservation, and of M. and other the wives of the said A. by these presents limited, &c.

one shall be the part of the said *R.* Son of the said *A.* and *M.* Wife of the said *A.* and of the Heirs Males of his Body lawfully begotten, (saving and always reserved) the Interest and Estate of the said *M.* and other the Wives of the said *A.* by these Presents limited and appointed; as also the Interest and Estate of such Tenant and Tenants for Term of years, as the said *A.* shall make, and according to the true meaning and intent of these presents, as aforesaid. And if the said *R. R.* dye without Issue of his Body lawfully begotten, then the said Fine so to be levied, shall be to the use of the Heirs Males of the Body of the said *A.* and to the Heirs of their Bodies lawfully begotten; and for default of such Issue Males, then to the use of the Heirs Females of the Body of the said *A.* and the Heirs of their Bodies lawfully begotten; and for default of such Issue, then to the use of *T. W.* and the Heirs of his Body lawfully begotten; and for default of such Issue, then to the use of *J. W.* of *H.* in the County of *N.* Esq; and Brother of the said *T. W.* and to the Heirs of his Body lawfully begotten; and for default of such Issue, then to the Right Honourable *A. B.* Earl, &c. and the Heirs of his Body lawfully begotten; and for default of such Issue, then to the Right Honourable *C. D.* Earl, &c. and the Heirs of his Body lawfully begotten; and for default of such Issue, then to the use of *R. H.* Son of Sir *O. H.* Knight, and the Heirs Males of his Body lawfully begotten; and for default of such Issue, then to the use of *E. T.* Son of *T. T.* of &c. and to the Heirs of his Body lawfully begotten; and for default, &c. then to the use of our Soveraign Lord King *James* of *England*, &c. King, and to his Heirs and Successors for ever. Provided always, That if our Soveraign Lord the Kings Majesty, or any of His Successors, shall bargain, sell, give, grant, or assign the said Remainder, Estate, and Interest of and in the Premisses, or any part or parcel thereof, otherwise than for term of life or in tail, to any other than to the Right Honourable the Earl, &c. or his Heirs, that then the use by these Presents limited unto his said Majesty, his Heirs or Successors, shall cease and determine, any thing to the contrary notwithstanding. Nevertheless, the Premisses, notwithstanding, it is Covenanted, granted, concluded, and agreed between the said parties, that the next day after any Grant or Grants, that hereafter shall be made of the Premisses, or any part or parcel thereof, by our said Soveraign Lord the King Majesty, his Heirs or Successors, contrary to the true meaning and intent of these Presents, the Rent of the said Premisses, and the Lands in the said Fine contained, and every part and parcel thereof, the said before limited Estates shall be again the next day after such Grant, to the use of the said Soveraign Lord the Kings Majesty, his Heirs or Successors as aforesaid, or to the use of such His Majesties Successors, as shall make any Grant contrary to the true meaning of these presents. And if our said Soveraign Lord, his Heirs or Successors, after the said new vesting of the said Estate, shall make any grant or conveyances of the remainder of the said Premisses so to his said Majesty, his Heirs and Successors limited, or of any part or parcel thereof, then also the said new Estate, and last Will of the Remainder of the said Premisses, shall be again to the use of our said Soveraign Lord the Kings Majesty, or of such His Majesties Heirs and Successors, and

Covenanted in case of grant to be made by the King of the Premisses, contrary to the meaning hereof. The next after such grant to the use of such His Majesty and Successors.

and their Heirs, as shall make any such Grant in Fee simple of the said Premisses, or of any part or parcel thereof, by our said Sovereign Lord, his Heirs or Successors, having any Estate, Right or Title, by force of the Limitations of these Presents, the use limited to our said Sovereign Lord, and the Heirs of His said Majesty, His Heirs and Successors, shall take by vertue of such Grant, the time of any such Grant, shall cease, determine, and be void, and the next day after such determination of such use or Estate, by reason of such Grant or Grants by our said Sovereign Lord, His Heirs or Successors, the use of the said Premisses, shall be again to our said Sovereign Lord, His Heirs and Successors. Provided always, and it is meant, granted, concluded, and declared between the said parties by these Presents, the Premisses, or any part thereof contained, to the contrary not withstanding. That if the said A. B. shall at any time hereafter make or convey any Estate or Estates to any People, or in Fee-tail, and shall limit and declare any Use or Uses, of the said Grants and Conveyances, other than is already contained, limited and declared in these Presents: That then in and upon every such Grant, Conveyance, and Assurance, the said Fine shall be to such Uses, as the said A. B. shall thereupon limit and appoint. In Witness, &c.

Proviso.

A Declaration of a Bond, made in a third Persons name, in Trust.

TO all, &c. I &c. send Greeting: Whereas B. and E. by their Obligations, &c. (recite the Bond.) Now know ye, That I the said A. do hereby acknowledge and confess, that although the said Bond is made and taken in my name, yet nevertheless, it is so taken only upon trust and confidence in me reposed by C. D. of, &c. and E. his Wife, and to and for the intents and purposes hereafter mentioned: That is to say, That he the said C. D. shall have, receive, and take the use and benefit of the said Bond, during the joynt and natural Lives of them the said C. D. and E. his Wife, and the said principal Sum, with the Interest thereof, after the Decease of either of the said, &c. is to remain, and be to and for the use of the Survivor of them, and for no other end or purpose. In Witness, &c.

A Declaration by a Wife, concerning the Disposition of a Sum of Money, according to a Power reserved to her Husband before Marriage.

TO all Christian People, to whom this present Writing Duplicate Indented shall come; I A. B. Wife of C. D. of the Parish of, &c. in the County of E. send Greeting: Whereas by an Indenture *Tripartite* made the

thereby of, &c. in the Year of, &c. between the said *C. D.* of the first part, and me the said *A.* by the name of *A. F.* Widdow, of the second part, and *K. L.* of, &c. *M. N.* of, &c. on the third part; in consideration of a Marriage, then shortly after to take effect, between him the said *C. D.* and me the said *A.* it appeareth, that at the time of making of the same Indenture, it was then intended, concluded and agreed, between him the said *C. D.* and me the said *A.* That I the said *A.* or any other person or persons, whom I should think good to nominate or appoint (notwithstanding the said Marriage should take effect) should and might have the free disposition of the Sum of, &c. of lawful Money of *England*, and of the benefit thereof, and of every part thereof, from time to time, and at all times, ensuing the said Marriage; and to that end, intent, and purpose, he the said *C. D.* by the said Indenture, did for himself, his Heirs, Executors and Administrators, covenant, promise, grant, and agree, to and with the said *K. L.* and *M. N.* and every of them, and the Executors and Administrators of them, and every of them, that the said *C. D.* his Executors, Administrators, or Assigns, or some or one of them, should well and truly satisfie, pay and deliver, or cause to be satisfied, paid, and delivered, unto the said *K. L.* and *M. N.* or to the Survivor or Survivors of them, or to the Executors, Administrators, or Assigns of such Survivors or Survivor, the full Sum of, &c. of lawful Money of *England*, upon, or before the 2d day of *J.* which shall be in the year of our Lord God, 1664. If I the said *A.* should be living on the said 2d day of *J.* or within 2 years next after the death or decease of me the said *A.* or within 3 Months next after the death or decease of the said *C. D.* at such of those Cases, which shall first happen, come, or ensue, after the Date of the said Indenture, to be employed and disposed of to such person or persons, and to such use, uses, intents and purposes, according as I the said *A.* should at any time and times then following, during my life, think good, order, appoint, give, limit, devise, or dispose of the same, or any part or parts thereof, or otherwise, according to the the intent and true meaning of the said Indenture. And it was thereby further covenanted, granted, concluded, and agreed upon, by and between the said parties, to the said Indenture; and the said *C. D.* did thereby for himself, his Heirs, Executors, and Administrators, and for every of them, covenant, promise, and grant, to and with the said *K. L.* and *M. N.* and every of them, and the Executors and Administrators of them, and every of them, that the said Sum of, &c. and every part and parcel thereof, should or might from time to time, be quietly had, taken, received, and enjoyed, unto, and by such person and persons, whom I the said *A.* should at any time or times, during my life, think good, limit, give, devise, order, appoint, or dispose of the same, &c. or any part or parts thereof, either by my last Will and Testament in Writing, or by any other Writing, purporting or intending to be my last Will and Testament, or by any other Writing to be signed with my Hand, or to which my Mark should be put, in the presence of two or more credible Witnesses, as in and by the said Indenture, among other Covenants at large appeareth: Which Marriage (by the Grace of God) sithence the making of the said Indenture, was solemnized and consummated, and no Declaration as yet hath been by me made concerning the disposing of the said, &c. or any

Recital of a Deed in consideration of marriage, and Covenants thereupon.

part thereof, when it ſhall be due and payable: Now this preſent Writing Witneſſeth and Declareth, That I the ſaid *A. B.* hereby expreſs my Will and Mind concerning the ſaid, &c. when it ſhall become due, or be paid, as aforeſaid, to be as followeth; That is to ſay, If my ſaid Husband *C. D.* be then living, and will become bound for himſelf, his Heirs, Executors and Adminiſtrators, by 3 ſeveral Obligations of, &c. apeice, unto them the ſaid *K. L.* and *M. N.* or the Survivors or Survivor, or any of them; or the Executors and Adminiſtrators of ſuch Survivors or Survivor, reſpectively and ſeverally, conditioned for the payment unto them of 3 ſeveral equal parts, of the ſaid, &c. at 3 ſuch ſeveral and reſpective times or days, as my 3 Children, by my former Husband, ſhall attain to the Ages next hereafter mentioned; That is to ſay, *R. S.* to the age of 20 years, and *T.* and *J. H.* ſhall attain or come to their ſeveral ages of 21 years; that then the ſaid *K. L.* and *M. N.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall, upon ſuch Obligations entred into as aforeſaid, quietly ſuffer him the ſaid *C. D.* to detain in his hands the ſaid, &c. and every part thereof, until ſuch ſeveral days and times, as the ſame ſhall be payable, by the ſeveral Conditions of the ſaid Obligations, ſo entred into by him as aforeſaid, without paying or allowing any Intereſt or Conſideration for the ſame; and the ſaid, &c. ſo payable by ſuch Obligations and Conditions of them, and by me diſpenſed withal as aforeſaid; or otherwiſe ſooner payable by the ſaid recited Indenture, if my Husband ſhould die, *viz.* within 3 Months after his Deceaſe (in which Caſe of Death of my Husband, I do give no manner of Diſpenſation for the payment thereof) I do hereby alſo concerning the ſame expreſs, aſſign and appoint, (if I ſhall not otherwiſe hereafter declare and appoint.) That is to ſay, That the ſaid, &c. (and the whole Proceed thereof not diſpoſed of, as aforeſaid) ſhall become and redound to and for the uſe and benefit of the ſaid 3 Children, from them ſeverally and reſpectively to have and receive, immediately after, and upon their ſeveral Ages above mentioned by ſuch ſeveral and equal 3d parts as aforeſaid. Provided always, and it is my meaning and I do hereby appoint, That if any of my ſaid Children ſhall happen to die, before any of their ſeveral and reſpective Ages above mentioned, that then ſuch 3d part of the ſaid, &c. as ſhould otherwiſe have been payable unto ſuch Child, ſhall remain and be paid by equal portions unto the Survivors of them; and if one of them only ſurvive, and the other two both of them happen to die before ſuch their ſeveral Ages, then both the Parts hereby allotted to them, ſhall wholly accrue and come unto ſuch ſurviving Child only; and if all my ſaid Children ſhall die, before they come to their ſeveral Ages, then my will and meaning is, that the ſaid, &c. and the whole Proceed thereof, ſhall come and be paid unto my loving Husband before named, his Executors, &c. If I ſhall not otherwiſe hereafter diſpoſe of the ſame, according to the Power and Authority to me reſerved, given and appointed, by the ſaid recited Indenture. In Witneſs, &c.

Declaration of the will.

Proviſo, That if any of the ſaid Children die before any of the reſpective Ages mentioned, then ſuch 3d part of the ſaid, &c. ſhall remain and be paid unto the Survivor of them; and if one only Survive, and the other two die before ſuch their ſeveral Ages, then both parts to come to ſuch ſurviving Child. And if all die, then the ſame to be paid unto my loving Husband, &c.

A

A Deed declaring the consent of two persons, that Writings shall be left in a third person's hands.

THis Indenture *Tripartite*, made, &c. Between *A. B.* of, &c. of the first Part, *C. D.* of, &c. of the 2d Part, and *E. F.* of, &c. of the 3d Part, Witnesseth, That the said *C. D.* and *E. F.* of the special Trust and Confidence which they have, and repose in the said *A. B.* have committed and delivered into the hands of the said *A. B.* certain Pieces and Parcels of Writings, and Evidences sealed and subscribed; That is to say, One Indenture of, &c. and two Copies of Court-Rolls, &c. safely and surely by him to be kept; to the only use and behoof of the said *C. D.* and *E. F.* and the longer liver of them, concerning certain Lands and Tenements, lying and being in, &c. and granted and devised to the said *C. D.* and *E. F.* as by the said Writings and Evidences more plainly and at large appeareth; the tenor whereof here immediately ensueth (*viz.*) and so write all the Evidences. In Witness whereof, the two parts of these present Indentures, whereof the one remaining with the said *C. D.* and the other of the said parts remaining with the said *E. F.* the said *A. B.* hath put his Hand and Seal; and to the 3d Part of these said Indentures remaining with the said *A. B.* the said *C. D.* and *E. F.* have set their hands and Seals the Day and Year first above written.

Recital of the Trust.

A Deed with an Intail upon the Crown, to prevent the Feoffor for making any new Uses.

THis Indenture, &c. Between *E. W.* of *P.* in the County of *C.* Gent. Son and Heir of *J. W.* late of *P.* aforesaid, Gent. deceased, of the one Part; and *W. D.* of *B.* in the said County of *C.* Gent. of the other Part. Witnesseth, that the said *E. W.* for and in consideration of the Sum of, &c. of lawful Money of *England*, by the said *W. D.* to the said *E. W.* before hand paid, hath bargained and sold to the said *W.* his Executors and Assigns only all and singular those Messuages, Lands, Tenements and Hereditaments whatsoever, now or late being of the Inheritance of one *F. W.* of *P.* in the County aforesaid, Gent. situate, lying and being in *P.* aforesaid, or elsewhere in the said County of *C.* and which heretofore were assured and granted by the said *F.* unto *F. S.* Gent. Son and Heir Apparent of *R. S.* Esq; *G. W.* of *P.* Gent. and *R. H.* of *H.* Yeoman, and their Heirs, to the use of the said *J. W.* Father of the said *E. W.* now deceased; and to the Heirs of the Body of the said *J.* lawfully begotten, or to be begotten in use, possession, reversion, remainder or any other way; To have and to hold, all and singu-

Consideration.

Grant.

lar the Premiſſes, to the ſaid *W. D.* his Executors and Aſſigns, for and during the term of one year now next following, and fully to be compleat and ended: The remainder thereof to our Sovereign Lord the King, His Heirs and Succeſſors, until the ſaid *F. W.* of *P.* aforeſaid, who is now at *P.* aforeſaid, in full life, ſhall die without Heirs of his Body lawfully begotten; and that from thenceforth, all and ſingular the Premiſſes, unto the ſaid *E. D.* ſhall immediately revert and return. **In Witneſs**, &c.

For one year Remaindir to the King.

A Deed to declare the uſes of a Fine formerly levied to make the Lands Fee-ſimple.

This Indenture made, &c. Between *R. W.* of, &c. Gent. of the one part, and *R. C.* of, &c. Gent. of the other part, **Witneſſeth**, That whereas the ſaid *R. W.* chiefly upon intent and purpoſe to clear all the Meſſuages, Lands, Tenements and Hereditaments lying in *N.* in the County, &c. or in any other place within the ſaid County, and the Eſtate and Title thereof, of all former Eſtates, Intails and Uſes, and Limitation of Eſtates and Uſes which have been thereof formerly made, and alſo to veſt and clearly cut off the ſame, to the intent and purpoſe, that the ſaid Meſſuages, Lands and Tenements, might be eſtabliſhed unto the ſaid *R. W.* and his Heirs for ever, and that the ſaid *R. W.* might have a good and abſolute Eſtate in Fee-ſimple, of, and in the ſame, and alſo full power and ability of all the ſaid Lands, Tenements and Hereditaments in theſe Preſents mentioned and ſpecified to make Eſtate, and limit the uſes thereof, as well for the preferment and advancement of his Wife, as otherwiſe, as it ſhould ſeem good unto him, hath heretofore, **That is to ſay**, at the general Seſſions of Aſſizes holden at *L.* the day of, &c. acknowledged and levied a Fine *Sur conuſans de droit come ceo que ils ont de ſon, &c.* done unto them the ſaid *N. B.* and *R. C.* and the Heirs of the ſaid *N.* of, and in all the ſaid Meſſuages, Lands, Tenements and Hereditaments, by the name and names of, &c. to ſuch intent and purpoſe only, that the ſaid *N. B.* and *R. C.* ſhould be thereof ſeiſed to the uſe of him the ſaid *R. W.* and his Heirs. And whereas the ſaid *R. W.* by force of the ſaid Fine is, and ſtandeth lawfully ſeiſed of, and in all and ſingular the ſaid Premiſſes in Fee-ſimple, to him and his Heirs for ever. **Now this Indenture Witneſſeth**, That the ſaid *R. W.* as well for, and in conſideration of the Marriage heretofore had and ſolemnized between the ſaid *R.* and *E.* now Wife of the ſaid *R.* and for the advancement of the ſaid *E.* with a competent and convenient ſtay of living to be aſſured to her after the death of the ſaid *R.* if ſhe ſhall fortune to ſurvive and over-live him; as alſo for divers other good reaſonable and lawful conſiderations, him thereunto moving, hath given, granted and confirmed, and by theſe Preſents, for himſelf, his Heirs and Aſſigns, doth give, grant and

Recital of the intentions of the grant, or

Fine acknowledged and levied.

R. W. for conſideration of a marriage heretofore had, and for the advancement of E. his now Wife, if ſhe ſurvive.

Grant.

and confirm unto the said *N. B.* and *R. C.* and their Heirs, all his said Messuages, Lands, Tenements and Hereditaments, and all other the Premisses, with all and singular the Appurtenances lying and being, &c. aforesaid. And all and singular Houses, Edifices, Buildings, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Waters, Watercourses, Moors, Mosses, Mynes, Heaths, Rents, Reversions, Services, Emoluments and Hereditaments whatsoever; together with all Ways, Liberties, Commodities and Profits to the said Premisses, or any part and parcel thereof, belonging or appertaining, or therewith, or with any part or parcel thereof, as part, parcel or member thereof, at any time or times heretofore accepted, reputed, taken, or otherwise had, occupied, used, demised or enjoyed. *To have and to hold* all and singular the said Premisses, with the Appurtenances, and every part and parcel thereof, before, in and by these Presents granted or mentioned to be granted aforesaid unto them *N. B.* and *R. C.* and their Heirs only, to and for such uses, intents, purposes, limitations and agreements, as hereafter in these Presents are expressed, mentioned and declared. *That is to say*, &c. And lastly, it is covenanted and agreed by and between the said parties to these presents, and the said *R. W.* for the further strengthning of the uses aforesaid, for himself and his Heirs, doth covenant and agree to and with the said *N. B.* and *R. C.* by these Presents, That if these Presents shall not, or be not perfectly executed by Livery and Seisin, in part, or in all, before the day of, &c. next ensuing the date hereof, that then, and after the day of, &c. he the said *R. W.* and his Heirs, and all other person and persons, and their Heirs, that now are, or before the said day of, &c. shall be seised of the said Messuages, Lands, Tenements, Hereditaments and Premisses, or any part thereof, for and in consideration of the said Marriage already had and solemnized between the said *R. W.* and the said *E.* and other the considerations aforesaid, shall stand and be thereof, or of such part thereof, as whereof no such perfect execution shall be had to such said uses, intents, limitations and purposes, as are before in these Presents thereof expressed, mentioned, and to no other use, intent, purpose or meaning whatsoever. *In Witness*, &c.

Habend.

To the uses hereinbefore expressed.

A Deed of Lands in Exchange.

KNow all men by these Presents, That I *A. B.* of &c. Gent. for the better performance and confirmation of a certain Exchange, agreed upon by me the said *A. B.* of the one part; and *C. D.* of &c. Gent. of the other part, Have given, granted, and in Exchange for ever, and by these presents, do give and grant unto the said *C. D.* all that my Messuage or Tenement, with the Appurtenances commonly called or known by the name of *E.* situate, lying and being in the Parish of *F.* in the County of *N.* and all that my other Messuage or Tenement, with the Appurtenances in the same Parish and County, commonly called by the name of *G.* and all, and all manner of Lands, Meadows, Feedings, Pastures, Woods, Underwoods, Wastes, Com-

Recital of the Exchange.

A. B. his grant unto C. D. of all that Messuage, &c.

mons and Hereditaments whatsoever, now in the Tenure or Occupation of *H. I.* to the said Messuages or Tenements, or either of them belonging, or appertaining, or accepted, known or reputed as part, parcel, or member of them, or either of them. *To have and to hold* the said several Messuages, Tenements, and other the Premises before by these Presents granted, with their Appurtenances, unto the said *C. D.* his Heirs and Assigns for ever, in commutation or exchange and full recompence for three other Tenements, with the Appurtenances of him the said *C. D.* and *C.* in the Parish and County aforesaid, which I have and hold by force and virtue of the said exchange. And I the said *A. B.* and my Heirs, the aforesaid Messuages and Tenements, and all other the Premises, by the by these Presents given in exchange to the said *C. D.* as aforesaid, to the said *C.* his Heirs and Assigns, as well from all former Bargains, Sales, Dowers, Titles, Charges and Incumbrances whatsoever had, made, moved or done by me the said *A. B.* as also against all people whatsoever will warrant and acquit, and for ever by these Presents defend. *In Witness*, &c.

Habend.

PRINCE.

A Deed to Trustees, for the setling of a Charitable Use of 5 l. per annum *given by* R. *to the Poor.*

THis Indenture, &c. *Tripartite*, &c. Between *I. T.* and *W. C.* of the first part, and *E. R. I. C.* and *WW. T. R. W. E. VV.* and *T. VV.* of the second part, and *R. R.* Whereas the said *R. R.* deceased, did by his last Will and Testament in Writing, bearing date the, &c. in the year, &c. give and grant 5 l. *per annum*, for ever, out of one Half-yard-Land in *B.* late before in the Occupation of one *VV. C.* unto the said *I. T.* and *VV. C.* and to their Heirs and Assigns, to the use of the Poor of *B.* for ever in these words following, (*viz.*) and touching my Land and Goods, wherewith God hath blessed me beyond my desert. First, to shew my thankfulness to God for his Mercy, &c. I do give 5 l. a year for ever, out of the Half-yard-Land, lately *VV. G.* in *B.* aforesaid, and to *G. T.* and *VV. C.* and to their Heirs and Assigns, to the use of the poor Inhabitants of *B.* for ever, either yearly to be disposed amongst them, according to their several needs, or otherwise to be disposed of to their Profits, as by them shall be adjudged most convenient. Provided always, and my Will is, That my Son and Heir, and his Heirs, shall have the free power to dispose and give 40 s. a year of the aforesaid 5 l. to any manner of person or persons, at his and their free will and pleasure, &c. And further the said *R. R.* deceased, did by the said Will further declare, That because the said *T. G.* and *VV. C.* were mortal, that it was his Will, that they should make other honest religious men Feoffees of the said yearly Rent, that it might be for ever employed, according to the true intent of the said Will, as by the said Will proved by due course of Law may appear. Now this pre-

A Recital of the will by which the 5 l. was given.

Proviso.

sent

sent Indenture Witnesseth, That the said *T. G.* and *W. C.* for, and in performance and accomplishment of the said last will of the said *R. R.* deceased, have granted, assigned and set over to the said *E. R. J. C.* and *W. W.* &c. the said yearly Rent of 5 l. of lawful Money of *England*, to be issuing and going forth out of the said Half-yard-Land as aforesaid; To have and to hold, the said yearly Rent of 5 l. to the said *E. R. J. C. W. W.* &c. and their Heirs and Assigns, to the only proper use and behoof of the said *J. T. W. C. E. R. J. C.* &c. their Heirs and Assigns for ever, to this intent and purpose and upon this trust and confidence, expressed and intended by the said last Will, that 3 l. of the said yearly Rent of 5 l. which the said *J. T. W. C. E. R. J. C.* &c. their Heirs and Assigns, shall so receive, perceive and take, and shall pay the same, and dispose thereof, and every part thereof, to and for the use and behoof of the poor Inhabitants of *B.* aforesaid for ever, and that the 40 s. by the year, residue of the said yearly Rent of 5 l. which they the said *J. T. W. C. E. R. J. C.* &c. their Heirs and Assigns, shall so receive, perceive, and take, they the said *J. T. W. C. E. R. J. C.* &c. shall pay the same to the said *R. R.* party to these Presents, and to his Heirs, to be disposed by him the said *R. R.* and his Heirs, at his and their free will and pleasure, to what person or Persons whatsoever he and they shall like of, according to the true intent and meaning of the said Will: And it is hereby declared and agreed, by and between the Parties, to these Presents, that in case six of the said Grantees, or Trustees, of the said yearly Rent of 5 l. above-named, shall happen to die, then the surviving Grantees, or Trustees, shall convey over the yearly Rent of 5 l. to six other Grantees, or Trustees, to the use of themselves, and the said six other Grantees, or Trustees, to and for the use and benefit of the Poor as aforesaid; and so from time to time the four surviving Grantees, or Trustees, of the said yearly Rent of 5 l. shall continually joyn with themselves six other Grantees, or Trustees of the said yearly Rent of 5 l. in manner and form aforesaid; to the intent, that the said yearly Rent of 5 l. to be disposed to the use of the Poor of the said *B.* in manner as aforesaid, may have continuance for ever according to the true intent and meaning of the said last Will and Testament, of the said *R. R.* deceased, and the said *R. R.* Party to these Presents, being Tenant in Possession of the said Half-yard-Land, doth attorn Tenant to the said *J. T. W. C. E. R. J. C. W. W.* &c. by the delivery of one Penny, in the name of Attornment. In Witness, &c.

Habendum.

Attornment by Tenant in possession.

DEFEAZANCES.

A Defeazance upon ſundry Aſſurances had for payment of a Sum of Money, extending (gradibus) *to extinguiſh the ſame Aſſurances, as the Debt from time to time ſhall be cut off and ſatisfied.*

Retital of the firſt obligation to A. C.

THis Indenture, &c. between *I. P.* of *B.* in the County of *T.* Gent. *C. P.* one of the Sons of the ſame *I.* on the other part, and *A. C.* Cit. and *S.* of *L.* on the other part, Witneſſeth, That whereas the ſaid *I.* together with one *R. B.* of, &c. by their ſingle Obligation, bearing date, &c do ſtand bound to the ſaid *A. C.* in the Sum of 300 l. of, &c. to have been paid in the Feaſt of St. *M.* &c. then next enſuing, as by the ſame Obligation will appear. And whereas alſo the ſaid *A.* by force of one Indenture of Leaſe bearing date, &c. now laſt paſt, is clearly and abſolutely without any Condition from henceforth lawfully poſſeſſed of all that Meſſuage or Tenement, &c. to hold for the term of 40 years next following, from the date of the ſaid Indenture of Leaſe, by the pay of one Pepper-Corn only every year, during the ſame Term, as by the ſame Indenture will alſo appear. And the ſaid *I.* and *C. P.* on the day of the date of theſe Preſents before our ſaid Soveraign Lord the King, in His High Court of Chancery, have acknowledged themſelves to owe to the ſaid *A. C.* the ſum of 1000 l. of, &c. to be paid in the Feaſt of St. *I.* &c. next now coming, as by the ſame Recognizance doth appear. Yet nevertheleſs, the ſaid *A. C.* for himſelf, his Executors, &c. doth covenant, grant and agree, to and with the ſaid *I.* and *C.* and every of them, and to and with their Heirs, Executors, and Adminiſtrators, and every of them by theſe Preſents, in manner and form following, That is to ſay, That if the ſaid *I. C.* or either of them, &c. do pay, &c. to the ſaid *A. C.* &c. the Sum of 590 l. of, &c. at the now Manſion, &c. in manner and form following, That is to ſay, 330 l. thereof on the 24th of *A.* next enſuing the date of theſe Preſents, between the hours, &c. of the ſame day, or at any time before, and 260 l. reſidue and in full payment of the ſaid Sum, &c. on the 22 of *O.* now alſo next following the date of theſe Preſents, between the hours, &c, of the ſame 22 of *O.* or at any time before, that then after payment had and made to the ſaid *A.* his Executors or Adminiſtrators, of the ſaid ſum of 330 l. the firſt payment afore-

A. C. by force of an Indenture, &c. abſolutely without any condition poſſeſſed of all that Meſſuage, &c. for 40 years, by the pay of a Pepper-Corn.

Alſo a Recognizance acknowledged in Chancery of 1000 l. to A. C.

Defeazants.

aforesaid, he the said *A.* his Executors and Administrators, upon reasonable request, shall and will not only deliver, or cause to be delivered to the said *J.* and *G.* their Heirs, Executors, and Administrators, the said single Obligation of the said *J.P.* and *R. B.* and the said Indenture of Lease made by the said *J.* to the said *A.* as aforesaid, together with one Recognizance of 600 l. wherein the said *I.* is bound to the said *A.* for the performance of the Covenants of the said Indenture clearly to be cancelled, defaced, and made void. But also after full payment had and made to the said *A.* &c. of the said whole sum of 590 l. in form aforesaid, upon like request as aforesaid, shall deliver, or cause, &c. to the said *J.* or *C.* &c. the said Recognizance of 100 l. wherein the said *I.* and *C.* are bound to the said *A.* as aforesaid, and that then and at all times within the space of 6 months, next after the said payment wholly made of the said sum of 590 l. in manner and form aforesaid, he the said *A. C.* his Executors and Administrators, at like request as aforesaid, and at the costs and charges of the said *I.* and *C.* their Executors and Administrators, shall and will do, knowledge and execute within the Cities of *L.* and *W.* all and every lawful and reasonable act and acts, thing and things in the Law, which shall be lawfully and reasonably devised and required by the said *I.* and *C.* &c. or the learned Council, &c. as well for the making void, determining, releasing; and clear extinguishing and annihilating of the said Lease made to the said *A.* aforesaid and of all his Estate, Title, Interest, Possession and Term of years whatsoever, which he hath in the Premisses, or any part thereof to him demised by the said Lease, as also for the frustrating and clear releasing cancelling, and acquitting of the said Obligation, and of both the Recognizances afore-recited, and of every of them. **Provided always**, and it is agreed by and between the said parties to these Presents, for themselves, and their Heirs, That if the said *I.* and *C.* their Heirs, Executors, and Administrators, or some of them, do not pay, or cause, &c. to the said *A.* &c. the said sum of 330 l. on the said 24 of *A.* and 260 l. on the 22 of *O.* in manner and form as is above limited and appointed by these Presents, that then these present Indentures, and all and every thing and things in them contained, shall be so clearly and utterly void and frustrate, to all intents and purposes, as though the same had never been had, made, or spoken, any thing, &c. **In Witness**, &c.

Proviso, if the money be not paid, the Defeazance to be void.

An Indenture of Defeazance after Land mortgaged, is forfeited upon the Indenture of Mortgage, with Covenants, That if the Mortgager pay the Money, at the new day agreed upon, then he to stand seised to his own use, and the Mortgager to do all things required for re-assurance.

This Indenture, &c Between *W. D.* Cit. and Alderman of *L.* on the one part, and *W. P.* &c. on the other part, **Witnesseth**, That **Whereas** the said *W.* by his Indenture, bearing date, &c. for the surety of payment of the sum of 845 l. 7 s. to the said *W.* his certain Attorney, Executors, or Administrators, to have been paid on the 9th day of this present month of *F.* did mortgage,

Recital of an Indenture of Bargain and Sale conditional.

mortgage, bargain and ſell to the ſaid *W.* and his Heirs, 8 Meſſuages, or Tenements with all and ſingular their Appurtenances in *L.* Street in the Parish of St. *M.* in *L.* and the Advowſon of the ſaid Parish Church, by ſuch form of words, and in ſuch manner, as in the ſaid former Indenture is mentioned. And as by the ſaid Indenture whereunto relation being had, plainly appeareth.

Forfeiture for default of the Condition.

And Whereas by means that the ſaid ſum of *&c.* or any part thereof was not paid to the ſaid *W.* or to any other to his uſe, at the day and place in the ſaid former Indenture limited for the payment thereof, the ſaid 8 Meſſuages or Tenements, with all and ſingular their Appurtenances, and the ſaid Advowſon, and all other Lands, Tenements, Profits and Hereditaments, bargained and ſold by the ſaid former Indenture, are clearly and abſolutely forfeited unto the ſaid *W.* and his Heirs. **Yet nevertheleſs,** the ſaid *W. D.* is contented and pleaſed, and by theſe preſents for him *&c.* covenanteth, *&c.* in form *&c.* That if the ſaid Sir *W.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do pay *&c.* to the ſaid *W. &c.* at *&c.* the Sum of 867 l. 12 s. 4 d. of *&c.* on the 10th day of *A.* next enſuing the date hereof, between the hours *&c.* that then in the Conſideration of the ſaid Sum of *&c.* ſo then being truly paid to the ſaid *W.* his *&c.* as in theſe Preſents is aforeſaid, he the ſaid *W.* and his Heirs, and all and every other perſon and perſons, having any Eſtate by or from the ſaid *W.* his Heirs or Aſſigns, from and after the ſaid Sum of *&c.* ſo paid as aforeſaid, ſhall ſtand and be ſeiſed of and in the ſaid 8 Meſſuages, *&c.* and all other the Lands, Tenements and Hereditaments by the aforeſaid former Indenture bargained, to the only uſe of the ſaid Sir *W.* and of his Heirs and Aſſigns, and not to any other uſe whatſoever.

Covenants to ſtand ſeiſed to the uſe of the firſt Grantor upon the payment of a Sum of Money at a certain time.

A fair Ulterior Aſſurance.

And that then alſo after ſuch payment made of the ſaid Sum of *&c.* to the ſaid *W.* his *&c.* in form aforeſaid, he the ſaid *W.* and his Heirs, during 6 months then next following at the reaſonable requeſt and charges of the ſaid Sir *W.* his Heirs or Aſſigns, ſhall and will do and acknowledge all ſuch acts and things for the clear determining of ſuch Right and Title as the ſaid *W. D.* and his Heirs, can or may claim to have in the Premiſſes, or for the re-conveying or re-aſſuring of the ſame, from and againſt the ſaid *W. D.* his Heirs and Aſſigns, and from *A.* now Wife of the ſaid *W.* as by the ſaid Sir *W.* his Heirs or Aſſigns, or his or their Council learned, ſhall be reaſonably deviſed or adviſed, with Warranty only againſt the ſaid *W. D.* and his Heirs. **And** the ſaid Sir *W. P.* for him *&c.* Covenanteth *&c.* That if the ſaid Sir *W.* or his Heirs, ſhall be diſpoſed to leave the Fee and Inheritance of the Premiſſes, that then the ſaid *W. D.* ſhall have the Preferment, for the having and quiet enjoying thereof better cheap by 20 l. at the leaſt, and with like ſpeedy payment, then the ſame may be ſold for to any other perſon, without any fraud or covinable dealing. **And** the ſaid *W. D.* for him *&c.* covenanteth, *&c.* That if the ſaid Sir *W.* his Heirs or Aſſigns, do redeem the Premiſſes by the payment of the ſaid Sum of *&c.* according to the true meaning of theſe Preſents, That then the ſaid *W. D.* and his Heirs ſhall allow back again to the ſaid Sir *W.* and his Heirs out of the ſaid Sum, all ſuch Rents as the ſaid *W. D.* his Heirs or Aſſigns, ſhall in the mean time receive or levy of or for the Premiſſes or any part thereof. **Provided always,** that if default be made of, or in payment of the ſaid Sum of, *&c.* or

any

any part thereof, at the day and place limited for the payment thereof in these Presents, contrary to the true meaning of these Presents: That then, from thenceforth the said former Indenture, and the Bargain and Sale thereby made, of all, and singular the Premisses, with their Appurtenances, shall stand good, indefeazable and effectual in the Law, to the only use of the said *VV.* and his Heirs: And that then, and from thenceforth the said *VV.* and his Heirs, shall be and stand seised in the Premisses to their own use, these Presents, or any thing in the same contained, to the contrary thereof notwithstanding. **And**, that then thereafter it shall and may be lawful for the said *VV.* his Heirs and Assigns, to use and take all such advantage and benefit, of, and by the said former Bargain, as he or they might have done if these presents had not been made; These presents, &c. to the contrary, &c. **In Witness**, &c.

A Defeazance of a Statute, for payment of Money Tripartite; where the Statute being made to Two, the one Covenanteth with the other, not to release, nor to do any prejudice, whereby each party may not receive his Moiety.

This Indenture *Tripartite*, &c. Between *A. G.* Cit. of *L.* on the first part, and *VV. D.* Cit. and Alderman of the same City on the 2d part, and *R. H.* Cit. of *L.* on the 3d part: **Witnesseth**, That **Whereas** the said *R.* His, and standeth indebted unto the said *A.* and *VV.* in the sum of 1000*l.* of, &c. to be paid to them, as Administrators of the Goods and Chattels of the *R. C.* late of *L.* aforesaid Salter, deceased. **And whereas** for the sure and true payment of the said sum of, &c. truly to be paid unto the said *A.* and *VV.* their Executors or Administrators, he the said *R. H.* is become bound to the said *A.* and *VV.* in the sum of 2000*l.* of, &c. to be paid as by one Recognisance or Statute-Staple thereof to them made, according to the form of the Statute, provided for the Recovery of Debts, and bearing date, &c. knowledged and sealed before Sir *C. VV.* Knight, Lord chief Justice of *England*, doth and will appear. **Nevertheless** it is covenanted, concluded and agreed, by, and between the said parties, and the said *A.* and *VV.* for themselves, and for their several Executors and Administrators, do severally Covenant and Grand, to and with the said *R. H.* &c. That if the said *R.* &c. do pay, &c. to the said *A.* and *VV.* or to either of them, their certain Attorney, Executors or Administrators, for, and in contentation of the said Sum of 1000*l.* to them, the said *A.* and *VV.* owing as aforesaid, by reason that they have the Administration of the Goods and Chattels of the said *R. C.* the sum of 1000*l.* of, &c. at the Mansion-House, &c. in form following, *That is to say*, on, &c. and on, &c. that then of the said Recognisance, or Statute-Staple, shall be clearly and utterly void, frustrate and annihilate, to all intents, construction and purposes, as though the same had never been had or made. But if default do happen to be had or made, in payment of the said sum of, &c. or any part or parcel thereof, contrary to the true meaning of these Presents, then the said *R. H.* for him, his Heirs, Excutors, Administrators,

Recital of the debt from R. H. *to* A. *and* W. *of* 1000*l.*

Recognizance of 2000*l. for sure payment.*

Covenant, if payment be made, the Recognizance to be void.

upon default of payment.

miniſtrators, and Aſſigns, doth covenant, &c. to, and with the ſaid, &c. *To ſtand in force* that the ſaid Recognizance or Statute-Staple ſhall ſtand and remain in all his full ſtrength, force and virtue, any thing above to the contrary, &c. And the ſaid *A. G.* for him, &c. Covenanteth, &c. to, and with the ſaid *W.* &c. *A. Covenants with W. not to releaſe, or diſcharge the ſame.* that he the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, ſhall not at any time or times hereafter, diſcharge, releaſe, or make void the ſame Recognizance, or Statute-Staple, or Sum of Money therein ſpecified, or any part thereof, or do, or commit any other Act or Acts, Thing or Things, whereby the ſaid *VV.* his Executors, Adminiſtrator, or Aſſigns, or any of them, ſhall or may be defeated of the Moyety of, &c. to them growing due aforeſaid, by the true meaning of theſe Preſents, without the ſpecial Requeſt, Conſent and Agreement of the ſaid *VV.* his Executors, Adminiſtrators or Aſſigns. [The like Covenant *verbatim* on Mr. *D*'s part,] In Witneſs, &c.

A Defeazance of a Statute made to Three, to ſave them harmleſs of Bonds, entred into by the Conuzor, where the Conuzees promiſe to deliver in the Statute, when all payments are made, and where the Conuzees Covenant one with another, not to diſcharge the Statute without conſent.

THis Indenture Quadripartite made, &c. between *B. W.* on the firſt part, *T. W.* on the ſecond part, *J. W.* on the third part, and *R. VV.* on the fourth part, Witneſſeth, That *whereas* the ſaid *B. VV. T. VV.* and *J. VV.* together with the ſaid *R. VV.* ſtand joyntly and ſeverally bound to *J. A.* of *L. D.* by 74 ſeveral Obligations, the Penalties of every of the ſame Obligations, being ſeverally of 73 l. 10 s. of, &c. and every of them, for the payment of a ſeveral ſum of 30 l. of like Money, to be paid at the Meſſuage, &c. at ſuch days and times, as by the ſaid ſeveral Obligations, all bearing date the 28th day of *F.* now laſt paſt, with their ſeveral Conditions upon *Statute.* them ſeverally endorſed, more plainly may appear, And whereas alſo the ſaid *R. VV.* is become bound to the ſaid *B. VV. T. VV.* and *I. VV.* in and by one Recognizance or Statute-Staple, bearing date the 18th of *I.* now laſt paſt, made according to the form of the Statute made and provided, for the Recovery of Debts, acknowledged and ſealed before Sir *I. D.* Knight, Lord chief Juſtice of the Common-Pleas, of His Majeſty's Bench at *VV.* in the Sum of 2000 l. of, &c. payable, as by the ſaid Recognizance, or Statute-Staple, doth appear; Yet nevertheleſs the ſaid *B. T.* and *I.* for them, and their ſeveral Heirs, Executors, Adminiſtrators and Aſſigns, do Covenant, Promiſe and Grant, to, and with the ſaid *R. VV.* &c. That if the ſaid *R.* his Heirs, &c. do from time to time, and at all times hereafter acquit, diſcharge, exonerate, or well and ſufficiently ſave and keep harmleſs the ſaid *B. T.* and *I.* their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and all their Lands,

Defeazance to ſave harmleſs. Or Recompence.

Lands, Tenements, Goods and Chattels, againſt the ſaid *J. A.* his Executors and Adminiſtrators, and all other perſon and perſons, of, for and concerning the ſaid recited Obligations, and every of them, and all and ſingular ſum and ſums of Money in them, and every of them contained, and alſo of, and from all, and all manner of Acts, Suits, Coſts, Damages, Judgments, Executions and Demands whatſoever, which at any time or times hereafter ſhall lawfully come, ariſe or grow to or againſt the ſaid *B. T.* and *J.* or any of them, or the Heirs, Executors, Adminiſtrators or Aſſigns, of them, or any of them, by reaſon or means of the ſaid Obligations, or any of them, or elſe within the ſpace of 20 days, next after requeſt in that behalf to be made by the ſaid *B.* &c. or any of them, or the Heirs, Executors, &c. of them, or any of them, to the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns, do fully and ſufficiently ſatisfie and recompence to the ſaid *B. T.* and *J.* their Executors, Adminiſtrators and Aſſigns, and to every of them, all and ſingular ſuch Loſſes, Charges, Coſts and Damages as the ſaid *B. T.* and *J.* or any of them, or the Heirs, &c. ſhall ſuſtain or ſuffer, by reaſon of the ſaid recited Obligations, and every, or any of them contained, that then the aforeſaid Recognizance or Statute-Staple, ſhall be clearly void, and of none effect, to all Intents, Conſtructions and Purpoſes, as if the ſame had never been had or made, but otherwiſe, the ſame Recognizance to ſtand and remain in all ſtrength and virtue. And the ſaid *B. T.* and *J.* for them, Covenant, &c. with the ſaid *R. W.* &c. that at all times, after ſuch time as the ſaid ſeveral ſums of Money ſeverally mentioned in the ſaid Obligation, ſhall be ſatisfied and paid, and the ſame Obligations diſcharged, and cancelled, they, the ſaid *B. T.* and *J.* their Heirs, Executors, Adminiſtrators, or ſome of them, upon reaſonable Requeſt to them, or any of them, to be made by the ſaid *R. W.* his, &c. ſhall and will deliver, or cauſe, &c. to the ſame *R. W.* his, &c. the ſaid Recognizance to be defaced and cancelled without fraud or covin, and the ſaid *B. W.* &c. for him, covenanteth, &c. with the ſaid *T. W.* and *J. W.* and to, and with either of them ſeverally, and their ſeveral Heirs, &c. and every of them, by theſe Preſents, that he the ſaid *B. W.* his Heirs, Executors, Adminiſtrators or Aſſigns, heretofore have not diſcharged, releaſed or acquitted the ſaid Recognizance, or Statute-Staple, neither at any time or times hereafter ſhall acquit, diſcharge or releaſe, or do, commit, or agree to the doing of any Act or Thing, which ſhall or may in any wiſe fruſtrate, or make void the ſaid Recognizance, or Statute-Staple, or ſum of 2000 l. therein ſpecified, or any part thereof, without the conſent and agreement of the ſaid *T. W.* and *J. W.* their Executors, Adminiſtrators or Aſſigns, Covenant from *T. W.* to *B. W.* and *J. W.* and the like from *J. W.* to *B. W.* and *T. W.* In Witneſs, &c.

A Defeazance of a Recognizance in Chancery, entred into by S. S. to H. H. for saving him harmless from a Recognizance entred into by them to T. S. for performance of Covenants, in certain Indentures.

THis Indenture, &c. Between *H. H.* of *L.* of the one part, and *S. S.* of *L.* Gent. of the other part, Witnesseth, That Whereas the said *H. H.* at the instance and request of the said *S. S.* and for his ease, together with him the said *S. S.* in and by one Recognizance, bearing date, &c. acknowledged to be enrolled in the Court of *Chancery*, become bounden unto *T. S.* of *L.* in the County of *S.* Esq; in the Sum of 1800 l. &c. as in and by the same Recognizance doth and may appear. And whereas also by one Indenture, bearing date, &c. made between the said *S. S.* and *H. H.* on the one part, and the said *T. S.* on the other part, Witnessing, That Whereas a Marriage was then intended (and now is solemnized) between the said *S. S.* and *E.* the Sister of the said *T. S.* And for the setling of a competent and sufficient Joynture for the better maintenance and living of the said *E.* if she happen to survive and over-live the said *S. S.* and that some stay and Estate might be had to the Heirs of the said *S.* on the Body of the said *E.* lawfully to be begotten, the said *S. S.* and the said *H. H.* at the instance and request of the said *S. S.* together with the said *S.* for themselves, and either of them, their, and either of their Heirs, Executors and Administrators, and every of them, did Covenant, Promise and Grant, to, and with the said *T. S.* his Heirs and Assigns, by the said Indenture, That the said *S. S.* and *H. H.* or one of them, their, or one of their Heirs or Assigns, shall and will within 4 years next ensuing the date of the said Indenture, well and sufficiently convey and assure or cause and procure to be well and sufficiently conveyed and assured Lands, Tenements and Hereditaments, within the Realm of *England*, of the clear yearly value of 100 l. by the year, over and above all and every yearly Charges, Deductions and Repriſes, clearly acquitted and discharged, of all Titles, Troubles and Incumbrances to the said *E.* during her life, and after her death, to the use of the said *S. S.* and the Heirs of his Body, on the Body of the said E. lawfully to be begotten, and for default of such issue, to the Heirs and Assigns of the said *S.* for ever. And that the person and persons, which shall so convey and assure the said Lands, Tenements and Hereditaments; shall be at the time of the conveyance thereof, lawfully, rightfully, and absolutely seised of the said Lands, Tenements and Hereditaments, (in manner and form as aforesaid, to be conveyed) of a good and perfect Estate in the Law in Fee-simple. And further, the said *S. S.* and *H. H.* for themselves, and either of them, their, and every of their Heirs and Assigns, did Covenant, Promise and Grant, to, and with the said *T. S.* his Heirs and Assigns, by the said Indenture, That if the said *S. S.* shall decease within the said

Recital of the Recognizance and Indenture.

ſaid 4 years, and before ſuch aſſurance had and made, that then the Executors or Adminiſtrators of the ſaid *S. S.* ſhall from the day of the death of the ſaid *S.* until ſuch aſſurance as aforeſaid ſhall be made, well and truly pay, or cauſe to be paid to the ſaid *E.* if ſhe be living; and if ſhe be deceaſed, to ſuch Children as ſhall be in the mean time begotten on her Body, and then living, one yearly Rent of 100 l. by the year, of lawful Money of *England*, at Feaſts or Terms in the year, *That is to ſay*, at the Feaſt of *A. N.* S. &c. or within 20 days next after every of the ſame Feaſts, by even Portions, the firſt payment thereof to begin at ſuch of the ſame Feaſts, as ſhall next enſue the deceaſe of the ſaid *S. S.* And whereas alſo by the ſame Indenture, it was covenanted and agreed between the ſaid Parties; And the ſaid *S. S.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them did covenant, promiſe and grant, to and with the ſaid *S. S.* and *H. H.* their Heirs and Aſſigns, by the ſaid Indenture: That if the ſaid *S. S.* and *H. H.* their Heirs, Executors and Adminiſtrators, and every of them, do and ſhall well and truly obſerve, perform, fulfil and keep all and every the Covenants, Grants, Articles and Agreements, in the ſaid Indenture contained, which on his or their parts and behalfs are, or ought to be obſerved and kept, according to the tenure, purport and true meaning of the ſaid Indenture; That then the ſaid Recognizance ſhould be void, fruſtrate and of none effect, and a *Vacat* entred upon the Record thereof, any thing in the ſaid Indenture to the contrary notwithſtanding. Otherwiſe, the ſame to ſtand and abide in full force and ſtrength, as by the ſaid Indenture at large doth and may appear. And whereas alſo, the ſaid *S. S.* in and by one other Recognizance, bearing date the ſaid, &c. acknowledged to be enrolled in the Court of *Chancery*, became bounden unto the ſaid *H. H.* in the Sum of 1800 l. of, &c. as in and by the ſame Recognizance it doth and may appear. Now it is covenanted, and agreed between the ſaid Parties to theſe Preſents, and the ſaid *H. H.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth Covenant, Promiſe and Grant, to and with the ſaid *S. S.* his Heirs and Aſſigns, by theſe Preſents, That if the ſaid *S. S.* his Heirs, Executors and Adminiſtrators, or any of them do, and ſhall well and truly obſerve, perform, fulfil and keep all and every the Covenants, Grants, Articles and Agreements, contained in the ſaid recited Indenture, which on the parts and behalf of the ſaid *S. S.* and *H. H.* or either of them are, or ought to be obſerved and kept, according to the tenor, purport and true meaning of the ſaid recited Indenture, and thereby do acquit, diſcharge, and at all times hereafter ſave harmleſs the ſaid *H. H.* his Heirs, Executors and Adminiſtrators, and every of them, of and from the ſaid recited Recognizance of 1800 l. and of and from the ſaid Covenants, contained in the ſaid recited Indenture, that then the ſaid Recognizance of 1800 l. acknowledged by the ſaid *S. S.* to the ſaid *H. H.* ſhall be void, fruſtrate and of none effect, and a *Vacat* entred upon the Record thereof. Otherwiſe the ſame to ſtand and abide in full force and ſtrength. In Witneſs, &c.

Recital of the Defeazance of the Recognizance expreſſed the Indenture recited.

Recital of the laſt Recognizance.

If S. S. perform the Covenants in the Indenture, and ſave harmleſs H. H. from the Recognizance and the Covenants in the Deed, then the laſt Recognizance to be void.

A Defeazance of a Statute-Staple.

THis Indenture, &c. Between *J. H.* of *T.* in the County of *B.* Esq of the one part, and *S. A.* of the Parish of *St. K.* of *L. M.* of the other part; Whereas the said *S. A.* in and by one Recognizance of Writing Obligatory, of the nature of a Statute-Staple, made and provided for the Recovery of Debts, bearing date with these Presents, taken and acknowledged before *J. S.* Maior of the Staple at *Westminster*, and *W. S.* Serjeant at Law, Recorder of the City of *L.* is and standeth bound to the said *J. H.* in the Sum of 3000 Li. &c. to be paid to the said *J.* in such manner as therein is mentioned, as in and by the said Recognizance, or Writing Obligatory, of the nature of a Statute-Staple, more fully and at large appeareth. It is now nevertheless covenanted, granted, concluded and agreed, by and between the said parties, to these Presents, and their true intent and meaning of the said Recognizance, and of these Presents, and of the Parties hereunto is, and the said *J. H.* for him, his Executors, Administrators, and Assigns, is contented and pleased, That if the said *S. A.* his Heirs, Executors, Administrators, and Assigns, and every of them, do and shall well and truly observe, perform, fulfil, and accomplish all and singular the Covenants, Grants, Articles, and Agreements, which on his and their parts and behalfs, are, or ought to be observed, performed, fulfilled and kept, compriſed and specified in a certain Indenture of Articles of Agreement, bearing date with these Presents, and made between the said *J. H.* of the first part, the said *S. A.* and *K. H.* eldest Daughter of the said *J. H.* of the 2d part, and *G. L.* and *J. H.* of *L.* Merch. of the 3d part, according to the true intent and meaning of the said Indentures of Articles of Agreement, that then the said Recognizance or Writing Obligatory above recited or mentioned, shall be utterly void and of none effect; and then also the said *J. H.* party to these Presents, his Executors, and Administrators, or some of them, shall and will deliver, or cause to be delivered up the said Recognizance or Writing Obligatory, to the said *S. A.* his Heirs, Executors, or Administrators, to be cancelled, vacated, and made void, otherwise the same shall stand and abide in full force and virtue. In Witness, &c.

Recital of Recognizance.

upon performance of the Covenants in the said Indenture expressed.

Recognizance to be void.

A Defeazance of a Judgment in the Kings Bench.

THis Indenture, &c. Between *E. C.* of *W.* in the County of *K.* Gent. of the one part, and *T. R.* of *S.* in the County of *K.* Gent. on the other part, Witnesseth, That Whereas the above named *T. R.* before the Ensealing and Delivery hereof, hath acknowledged and suffered one Judgment to be entred upon Record in His Majesties Bench at *Westminster* in *Easter*-Term now

Recital of the Judgments.

now next enſuing for 100 l. Debt, and 20 s. Coſts of Suit thereupon aſſeſſed at the Suit of the ſaid *E.C.* Nevertheleſs, it is agreed, conditioned, covenanted, and granted, by and between the ſaid parties, to theſe Preſents, either to other, That if the ſaid *T.R.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them do well and truly ſatiſfie, content, and pay, or cauſe to be well and truly ſatisfied, contented, and paid unto the ſaid *E.C.* or his Aſſigns, the ſum of 7 l. of, &c. yearly, and every year, during the natural life of him the ſaid *E.C.* at the 4 moſt uſual Feaſts or Terms in the year, (*viz.*) at the Feaſts of St. *J.* St. *M.B.* and *A.* or within 14 days next after any of the ſaid Feaſts, by even and equal portions; the ſaid payments to be made at or in the now Hall of *C.* in *L.* that then the ſaid Judgment ſhall be utterly void and of none effect; and that then and after the deceaſe of the ſaid *E. C.* (the ſaid quarterly payments being duely made, or by him the ſaid *E.* accepted) the Executors or Adminiſtrators of him the ſaid *E. C.* ſhall, upon Requeſt, give ſufficient Warrant for the acknowledging made of ſatisfaction upon Record for the ſaid Judgment; and in the mean time, he the ſaid *E.* nor his Aſſigns, ſhall not ſue forth, nor proſecute any manner of Execution upon the ſaid Judgment, againſt the ſaid *T.R.* his Executors, or Adminiſtrators, nor againſt their or any of their Goods, Lands, or Tenements. But if Default ſhall be made of any the ſaid payments, at the days and place aforeſaid, and other good ſatisfaction not given; that then, and at all times after the ſaid *E. C.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may take his or their due courſe of Law upon the ſaid Judgment in that behalf provided. In Witneſs, &c.

upon payment, Judgment to be void.

upon Default of payment, to take courſe, at Law on the ſaid Judgment.

A Defeazance upon a Judgment.

This Indenture, &c. Between *G. A.* Gent. of one part, and *J. A.* of *L.* in the County of *M.* Eſq; and *D. R.* of *W.* in the ſaid County of *M.* Eſq; of the other part. Witneſſeth, That Whereas the ſaid *J. A.* and *D. R.* have confeſſed and ſuffered one Judgment of 120 l. Debt, and 16 s. 8 d. Coſts of Suit thereupon aſſeſſed unto the ſaid *G. A.* in His Majeſties Bench at *W.* this preſent Term of St. *M.* as by the Records of the ſaid Court it doth and may appear. Nevertheleſs, it is agreed by and between the ſaid parties: And the ſaid *G. A.* doth by theſe preſents, for his Executors, and Adminiſtrators, and every of them covenant and promiſe, to and with the ſaid *J. A.* and *D. R.* their and every of their Executors and Adminiſtrators, that if the ſaid *J. A.* and *D. R.* or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, do well and truly pay, or cauſe, &c. unto the ſaid *G. A.* his Executors, Adminiſtrators, or Aſſigns, the full and whole ſum of 70 l. of lawful, &c. in manner and form following, *viz.* 35 l. in or upon the Feaſt-day of *A.* next enſuing the date hereof, and 35 l. more, reſidue of the ſaid 70 l. in or upon the Feaſt-day of the Nativity of St. *J.* then next enſuing after the date hereof, both ſeveral payments to be made in or at *M.* in *L.* That then the ſaid

Recital of the Judgment.

upon payment, G. A. his Executors or Administrators, shall give sufficient Warrant for the acknowledging of satisfaction upon Record, upon the said Judgment, and in the mean time the said G. A. his Executors nor Administrators, shall not sue forth or prosecute any manner of Execution upon the said Judgment against the said J. A. or D. R. their or either of their Executors, or Administrators, nor against their or either of their Lands, Goods or Chattels: But if Default of payment shall be made of the said sum of 70 l. or any part thereof, at the several days and places aforesaid, that then the said G. A. his Executors, Administrators, or Assigns, shall and may take his or their due course in Law, upon the said Judgment in that behalf provided. In Witness, &c.

G. A. his Executors or Administrators, shall give warrant to acknowledge satisfaction on the Judgment.

On default to take their course at Law upon the said Judgment.

A Defeazance upon an Assignment of a Lease, and a Recognizance for Money lent for certain years, where after the Rate of 10 l. per Cent, is yearly reserved payable, during the Term of having of the Money lent.

THis Indenture, &c. Witnesseth, That Whereas the said *A. B.* by his Poll-Deed, dated, &c. hath given, granted, bargained, sold, assigned, and set over to the said *R. W.* for the only use of the said *R.* and of his Executors and Assigns, as well all that Messuage or Tenement, with the Appurtenances, &c. as the Original Lease thereof, made and granted by the said *J. H.* &c. as by the said Deed more plainly and at large may and will appear. And whereas also the said *A. B.* by one Recognizance or Writing Obligatory, &c. as by the said Recognizance or Writing Obligatory doth appear. And whereas moreover the said *R. W.* after the making, sealing, and delivery of the said Deed, hath demised and letten to Farm all the said Messuage, with the Appurtenances, to the said *A.* To have and to hold the same to the said *A.* and his Assigns, from the making of these Presents, for, by, and during the term of 6 years from thence next ensuing, reserving thereof yearly to be paid, during the said term to the said *R. W.* his Executors and Assigns 10 l. &c. on the 4th day of *J.* and on the 4th day of *O.* that is to say, 5 l. every of the said days, at the now Mansion-house of the said *R. W.* situate, &c. between the hours, &c. of every of the same several 4th days of *J.* and *O.* and charging the said *A.* his Executors and Assigns, with the payment and performance of all Rents, Payments, Charges, and Covenants, otherwise to be born, for, or out of the Messuage, and other the Premisses, during the said term of 6 years: yet nevertheless the said *R. W.* for him, &c. covenanteth, &c. That if the said *A.* be now at the Ensealing and Delivery of their Presents, so the Owner and Proprietor of the said Lease and term of years in the said Messuage, and other the Premisses now to come, as that he hath lawful and absolute Right to bargain, sell, and assure the same to the said

Recital of Assignment, as by the original Lease.

Recognizance also.

Demise.

Habend. for six years.

Covenant, that A. at the sealing, is owner of the said Lease and term of years, and hath right to bargain and sell.

K.

R. W. in form aforesaid, from all former Bargains, Forfeitures and Incumbrances made by the said *A.* And further, That if the said *A. B.* his Heirs, Executors, Administrators or Assigns, do as well content or pay, and cause, &c. the said *R. W.* his Executors or Administrators, the said yearly Rent or payment of 10 l. yearly, during the said term of 6 years, in manner and form aforesaid, and do save and keep harmless the said *R. W.* his Executors, Administrators and Assigns, of and for the yearly Rent and Covenants, specified in the said Original Indenture of Lease made of the said Messuages, and other the Premisses, to the said *R. C.* as aforesaid, and of and from all Loss and Damages to grow thereof; as also do well and truly content or pay, or cause, &c. to the said *R. W.* his certain Attorney, Executor or Administrator, the sum of lawful, &c. at one entire payment, on the 16th day of *J.* which shall be in the year of our Lord, according to the account, &c. 1662. between the hours, &c. at, &c. that then as well the said Deed, and the Grant, Bargain, Sale and Assignment therein specified: As also the said Recognizance, or Writing Obligatory, shall be clearly and utterly void and frustrate, as the same or either of them had never been had or made, the same Deed and Writing Obligatory, or any thing in them, or either of them contained or specified, to the contrary in any wise notwithstanding. And the said *R. W.* covenanteth, &c. That when, and as often as the said *R. W.* his Executors, or Administrators, or any for him or them, or by his or their, or any of their Appointment, shall have or receive any payment of the said yearly Rent of 10 l. or any part thereof, according to the tenor and purport of these Presents; That then, and so often, upon reasonable Request, the said *R.* his Executors, or Administrators, shall deliver to the said *A.* his Executors, Administrators, or Assigns, a reasonable Acquittance in Writing, for the sufficient Discharge of the said *A.* his Executors and Administrators, of and for such particular payment so made, without any Fraud or Covin: And that if the said *A.* his Executors, Administrators or Assigns, do also pay, or cause to be paid to the said *R. W.* his certain Attorney, Executor or Administrator, the said sum of 100 l. in manner and form aforesaid; That then upon reasonable request after the said 100 l. so paid, the said *R.* his Executors, or Administrators, shall deliver, or cause, &c. to the said *A.* his Executors and Administrators, the said Original Indenture of Lease, and such other Conveyances as he hath therewith of the said *A.* whole, safe and uncancelled. And also the said Deed and Recognizance, or Writing Obligatory aforesaid to be cancelled, without any manner of Fraud or Covin. In Witness, &c.

And freed from former Bargain.

10 l. to be paid yearly for the said term, and to save R. W. *his Executors harmless, of and for the Rents and Covenants of the original Lease, &c. and to pay all the sum of &c. then all to be void.*

To deliver Acquittance upon receipt of Rent.

upon payment to deliver up the Original, and all other Conveyances he hath therewith.

A Defeazance upon a Statute-Staple.

THis Indenture, &c. Between *T. A.* of *H.* in the County of *S.* Esq; of the one part, and *R. C.* of *C.* in the County of *S.* Gent. of the other part, Witnesseth, That Whereas the said *R. C.* hath acknowledged before the Right Honourable Sir *E. C.* Kt. one of His Majesty's most Honourable Privy Council, Lord Chief Justice of *England*, one Recognizance or Statute-Staple of the sum of 500 l. unto the said *T. A.* bearing date of these Presents. Nevertheless it is agreed between the said Parties; And the said *T. A.* doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said *R. C.* his Heirs, Executors and Administrators, by these Presents, That if the said *R. C.* his Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said *T. A.* his Executors, Administrators or Assigns the sum of 260 l. of lawful, &c. at or in the new Hall of *C.* Inn in *L.* in and upon the last day of *J.* next ensuing the date of these Presents, then the said Statute shall be utterly void, frustrate, and of none effect, any thing therein contained to the contrary notwithstanding. And also, That then he the said *T. A.* his Executors, Administrators or Assigns, shall and will deliver the said Statute to the said *R. C.* his Executors, Administrators or Assigns, to be cancelled and discharged: But if Default of payment be made of the said sum of 260 l. in form aforesaid, then the same Statute to remain in full force and effect. In Witness, &c.

Recital of the acknowledging of the Statute.

upon payment to be frustrate and void.

And Statute to be delivered up to be cancelled.

upon default of payment to be of force.

Upon a Statute for the Warrant of an Annuity.

THis Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of the other part, Witnesseth, That Whereas the said *A.* by one Writing or Deed of Annuity of the date of these Presents, hath given, granted and confirmed unto the said *B.* for the consideration therein specified, one Annuity, or yearly Rent of, &c. issuing and going out of all and singular the Lands, Tenements, &c. To have, hold and enjoy, and yearly to receive the said Annuity, or yearly Rent of, &c. as by the said Deed of Annuity more at large it doth and may appear; and whereas also the said *A.* by one Statute or Recognizance of the date also of these Presents taken, acknowledged and sealed, &c. is holden, and standeth bound to the said *B.* in the sum of, &c. payable, as by the said Statute or Recognizance may also appear. Nevertheless, the said *B.* is contented and agreed, and by these Presents for him, his Executors, Administrators and Assigns, doth covenant and grant

Recital of the Annuity.

grant to and with the said *A.* his Heirs, Executors and Assigns, and to and with every of them, That if the said *A.* the day of the date of these presents, be and standeth solely seized of a good and perfect Estate of Inheritance in fee simple of and in all the said Lands, and all other the Premisses before in the said Deed of Annuity mentioned, and hath full power and authority in his own right, to give and grant the said Annuity of, &c. to the said *B.* his Executors and Assigns, for and during the said Term of years in the said Deed limited and expressed. And also, if the said *B.* his Executors and Assigns, and every of them, do or may from henceforth peaceably and quietly have, receive, take, levy, and enjoy the said Annuity of, &c. out of the Lands, &c. and all other the Premisses expressed in the said Deed at the days and times of payment appointed in the said Deed, for and during the term of years above specified, without any lett, trouble, denial, disturbance, or contradiction of the said *A.* his Heirs, Executors or Assigns, or any of them, or any other person or persons whatsoever they be, And without any act or acts or other Incumbrance committed or to be done by the said *A.* his Heirs, Executors, or Assigns, which shall or may in any wise during the said Term be or grow to the prejudice, hurt, or hindrance of the said *C. D.* his Executors or Assigns, in having, receiving, or enjoying the said Annuity or any part thereof according to the true meaning of the said Deed. And also, if the said Annuity shall begin and be made at the Feast of, &c. next ensuing, that then the same Statute or Recognizance shall be void, &c.

upon quiet enjoyment, the Statute to be void.

Upon a Statute for payment of Money.

This Indenture made the day, &c. between *A. B.* of, &c. of the one part, *C. D.* of, &c. of the other part, Witnesseth, That whereas the said *C. D.* by his Recognizance or Writing Obligatory or Statute-Merchant, taken sealed and acknowledged at *S.* before *R. F.* Mayor of the said Town of *S.* and *T.* Q. Clerk of the said Town, assigned for the taking and acknowledging of Statutes there, is and standeth firmly bound unto the said *A. B.* in the sum of, &c. of good and lawful Money of *England* payable unto the said *A. B.* his Executors, Administrators, or Assigns, in or upon the Feast of, &c. next ensuing the date of the said Recognizance, Writing Obligatory or Statute-Merchant, more fully appearing: Now the said *A. B.* for him, his Executors and Assigns, doth covenant, grant, and fully agree to and with the said *C. D.* his Executors, &c. and with every of them by these Presents, That if the said *C. D.* his Heirs, Executors, Administrators, or Assigns, or any of them, shall and do well and truly without any fraud, deceit, or collusion, content, satisfie and pay, or cause to be contented, satisfied and paid unto the said *A. B.* the several sums of Money hereafter in these Presents mentioned, at such days, places and times, and by, and under such

Recital of Recognizance.

Agreement.

condition and conditions as hereafter in these Presents are expressed and mentioned; That is to say, in or upon the Feast day of, &c. if A. B. Daughter of the said A. B. or any Issue of her Body lawfully to be begotten, shall live to the said C. D. Son and Heir-apparent of the said C. D. shall be then in full life, the full sum of, &c. That then the said Recognizance, Writing Obligatory, or Statute Merchant, taken, sealed and acknowledged as aforesaid, shall be meerly and utterly void and of none effect; or else to remain, continue, and be in full power, force, strength, and virtue.

If payment be made according to Condition.

Then Recognizance to be void.

Upon a Recognizance with a Condition.

THis Indenture made the day, &c. Between the Right Honourable Sir *W.* &c. Knight of the most Honourable Order of the Garter, Baron of *B.* &c. of the one part; and the Right Honourable *E.* Earl of, &c. of the other part, witnesseth, That whereas the said Earl is bound to the said *W.* Baron of *B.* by one Recognizance, bearing date, &c. and enrolled in the Kings Majesties Court of *Chancery*, in the sum of 4000*l.* of good and lawful Money of *England*, to be paid to the said Baron at the day limited and expressed in the same, as by the same Recognizance more at large appeareth, The said Baron of *B.* for him, his Executors, &c. doth covenant, grant and agree to and with the said Earl, his Heirs, &c. That if the said *E.* his Heirs, Executors and Administrators, shall and do well and truly observe, perform, fulfil and keep all and singular Covenants, Grants, Articles and Agreements comprised and specified in one pair of Indentures bearing date, &c. made between him the said Baron of *B.* and the said Earl, his Heirs, Executors or Administrators, &c. and ought to be observed, performed, fulfilled and kept according to the true intent and meaning of the said Indentures, That then the said Recognizance shall be utterly void and of none effect. And further, the said *W.* Baron of *B.* for him, his Executors, &c. doth Covenant, Grant and Agree by these Presents, to and with the said Earl, his Executors and Administrators, That if the Lady *A.* Countess of *O.* Wife to the said Earl, and Daughter to the said Baron of *B.* do dye, no Action, Suit, or Execution thereupon at any time hereafter be taken or sued in or upon the said Recognizance for the said sum of 4000*l.* nor any parcel thereof, that then and from thenceforth the said Recognizance shall be utterly void and of none effect. In Witness, &c.

Condition.

Upon an Indenture to which it relateth.

THis Indenture of Defeazance made, &c. Between *W. L.* of *H.* in the County of *L.* Yeo. of the one part, and *J. P.* of *B.* in the said County Yeo. of the other part, Witnesseth, That whereas the said *J. P.* by his Indenture of Assignment, bearing date, &c. For the consideration in the said Indenture of Assignment, specified and declared, did demise, grant, set and assign over unto the said *W. L.* and his Assigns, one piece or parcel of Pasture-Land, called or known by the name of, &c. containing by estimation five Acres, be it more or less in *B.* aforesaid, together with all Ways, Entries, Passages, Waters, Water-courses, &c. thereunto belonging, or at any time heretofore known, reputed or taken as part or parcel thereof, To have and to hold the said piece of Pasture-Land, with all and singular the Appurtenances thereof unto the said *W. L.* his Executors, Administrators and Assigns, from and immediately after the day of the decease of the said *J. P.* for and during all the Term, time and space, and unto the full end and term of 60 years, then next following, to be fully compleat and ended, if the Remainder or Remainders of the natural life or lives, of *W. P.* *G. P.* and *J. P.* Sons of the said *J. P.* party to these Presents, or any of them do so long to live, as in and by the said recited Indenture of Assignment, relation thereto being had, more plainly and at large it doth and may appear. Now this Indenture of Defeazance doth further Witness, That the true intent and meaning of the said Indenture of Assignment, and of the said parties thereunto was, is and shall be, That if the Executors, Administrators or Assigns of the said *J. P.* party to these Presents, or any of them do and shall well and truly content, satisfie and pay, or cause to be well and truly, &c. unto the said *W. L.* his Executors, or Administrators, or any of them, the full and just sum of 40 l. of good and lawful Money of *England*, within one year next after the decease of the said *J. P.* party to these Presents, at or in the Church-Porch of *W.* in the said County of *L.* if *J. P.* Wife of the said *J. P.* be then living: But if the said *J.* be then departed this life, then the said 40 l. to cease to be paid. And that then and from thenceforth after the day of the decease of the said *J.* or the payment of the said 40 l. which shall first happen, That then the said Indenture of Assignment, and every Covenant, Article and Clause therein contained, to be utterly void and of none effect. And that then and from thenceforth the said *W. L.* his Executors or Assigns are to surrender and re-deliver the said Assignment to the Executors, Administrators or Assigns of the said *J. P.* party to these Presents. And that also the Executors, Administrators or Assigns of the said *J. P.* are then to stand and be lawfully seised, possessed, estated and interessed, of, and in the said piece of Pasture-Land, with the Appurtenances thereof, during the remainder of the said Indenture of Assignment, any thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

Recital of the Indenture.

Upon a Statute-Staple.

Recital of the Recognizance.

THis Indenture made, &c. Between *A.B.* of, &c. of the one part and *C.D.* of, &c. of the other part, Witnesseth, That Whereas the said *C.D.* by his Recognizance in the nature of a Statute-staple, bearing date with these Presents, and taken and acknowledged before Sir *T.R.* Kt. and Mayor of the Staple, and *J.G.* Esq; Recorder of the City of *L.* is and standeth bound to the said *A.B.* in 4000 l. of lawful, &c. payable, as by the Statute or Recognizance appeareth. Now this Indenture Witnesseth, That the said *A.B.* is contented and agreed, and by these Presents for themselves, their Heirs, &c. doth Promise, Grant and agree to and with the said *C.D.* That if the said *C.D.* his Heirs, Executors, Administrators and Assigns, and every of them, do and shall well and truly observe, pay, perform, fulfil and keep all and singular the Covenants, Grants, Articles, Payments, Promises, Conditions and Agreements, and all other things which on his or their part and behalf, are to be observed, &c. mentioned and contained in one pair of Indentures, bearing date, &c. made between the said, &c. according to the tenor, effect and true meaning of the said Indenture, without fraud or guile. That then, and at all times then after, the said *A.B.* his Heirs, Executors and Administrators, at the Request of the said *C.D.* his Heirs, &c. shall deliver up the said Statute or Recognizance to be cancelled and made void. In Witness, &c.

On performance.

Recognizance to be cancelled and made void.

To save harmless a Surety.

THis Indenture made, &c. Between *A.B.* of, &c. of the one part and *C.D.* &c. of the other part, Witnesseth, That Whereas the said *A.B.* hath upon his credit the first day of this instant Month of *M.* at the special instance and request of the said *C.D.* taken up by way of Exchange for the furniture of the affairs and business of the said *C.D.* the sum of 100 l. of lawful English money. And all the said sum of 100 l. hath before the ensealing and delivery hereof fully paid and delivered to the said *C.D.* whereof and wherewith the said *C.D.* acknowledgeth himself well and truly satisfied, contented and paid, and thereof and of every part and parcel thereof, clearly acquitteth and dischargeth the said *A.B.* his Executors and Administrators, and every of them, by these Presents. And Whereas also the said *C.D.* by one Writing Obligatory made according to the Statute lately provided for the recovery of Debts taken, acknowledged and sealed before Sir *J.D.* Knight, Lord Chief Justice of the Common Pleas at *Westminster* bearing date, &c. standeth bound unto the said *A.B.* in the sum of 200 l. of lawful English money, payable at the Feast of, &c. next ensuing the

the date hereof, as by Bond Obligatory or Statute more at large it doth and may appear. Nevertheleſs, it is covenanted, granted, condeſcended and agreed by and between the ſaid Parties to theſe Preſents, in manner and form following; (*That is to ſay,*) The ſaid *A. B.* for him, his Heirs, &c. doth Covenant, &c. to and with the ſaid *C. D.* That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, in or upon the 20th day of *M.* next coming after the date hereof, at the now dwelling-houſe of the ſaid *A. B.* ſituate, &c. all the ſaid ſum of 100 l. of good and lawful Money of *England*: Together with all ſums of money, coſts, charges, loſſes and damages that ſhall riſe, grow, come or be payable by reaſon of the taking up thereof in Exchange or otherwiſe, without fraud, covin or delay: That then the ſaid Writing Obligatory or Statute to be void, &c. or elſe, &c. In Witneſs, &c.

Upon performance of Covenants upon Marriage.

THis Indenture made, &c. Between *E. W.* of *D.* in the County of *O.* Eſq; of the one part, and *W. D.* of *C.* in the ſame County Eſq; *T. H.* Son and heir apparent of *R. H.* of *S.* in the ſame County Eſq; and *D. H.* of *L.* Gent. of the other part, Witneſſeth, That it is covenanted, concluded and agreed, by and betwixt the ſaid parties, for divers urgent and weighty cauſes and conſiderations in manner following, That is to ſay, That he the ſaid *E. W.* ſhall and will on this ſide, and before the Feaſt-day of St. *M.* next enſuing the date hereof, acknowledge in due form of Law, and become bounden unto the ſaid *T. H.* and *D. H.* in one ſingle Obligation or Bond of Statute-Merchant in the ſum of 8000 l. of good and lawful Money of *England*, without Condition therein or thereupon included, ſubſcribed or indorſed: And yet nevertheleſs, the ſaid *W. D. T. H.* and *D. H.* and every of them, for them and their Joynt and ſeveral Executors and Aſſigns, do covenant and grant to and with the ſaid *E. W.* his Heirs and Aſſigns, That if the Marriage of eſpouſals heretofore incepted and had betwixt *J. W.* Son and Heir of the ſaid *E. W.* and *A.* the now Wife *in facto* of the ſaid *J.* and Daughter of *G. O.* of *P.* in the County of *W.* Eſq; ſhall be hereafter lawfully and perfectly conſummate at or after ſuch time as he the ſaid *J. W.* ſhall accompliſh, and be of his lawful age to conſent to the ſaid Marriage, *viz.* of or above the age of 24 years, and that the ſaid *G. O.* hath heretofore and ſhall hereafter obſerve, perform and keep all and ſingular the Covenants, Grants and Agreements of his part to be obſerved and kept, mentioned in one pair of Indentures, made betwixt the ſaid *E. W.* and the ſaid *G. O.* for and touching the payment of ſuch ſums of Money as were agreed to be paid by the ſaid *G. O.* for or in reſpect of the ſaid Marriage. Or otherwiſe of the ſaid now incepted Marriage or Eſpouſals ſhall be hereafter diſſolved by any means whatſoever; Then if the ſaid *E. W.* ſhall and do permit and ſuffer, &c.

Covenant to become bound by Obligation, or Bond of Statut-Merchant, in the ſum of 8000 l. *without condition.*

A Defeazance upon a Judgment.

Recital of the Judgment.

THis Indenture made the &c. in the year of our Lord, &c. Between *T. H.* of the Cit. of *W.* Gent. on the one part, and *R. B.* of *W.* in the County of *C.* Gent. on the other part, Witnesseth, That whereas the said *T. H.* in Term of St. *H.* now instant, (with the consent of the said *R. B.*) and for the security of the payment of the sum of 100 l. hath had and obtained one Judgment in the Court of Common Bench at *Westminster*, against the said *R. B.* for 200 l. Debt, beside Cost of Suit, as by the Records thereof remaining in the said Court more fully and at large it doth and may appear. Nevertheless, the said *T. H.* is contented and well pleased, and for himself, his Heirs, Executors and Administrators, and for every of them, doth Covenant, Promise, Grant and Agree, to, and with the said *R. B.* his Heirs, Executors and Administrators, and every of them by these Presents, That if the said *R. B.* his Heirs, Executors and Administrators, or Assigns, or some or one of them, do and shall well and truly pay, or cause to be paid unto the said *T. H.* his Executors, Administrators or Assigns, or any of them, at or in the common Dining-Hall of the Middle-Temple *London*, the said sum of 152 l. of lawful Money of *England*, in manner and form following, That is to say, on the 2d day of, &c. which shall be in the year of our Lord, &c. 25 l. thereof, on the 2d day of, &c. which shall be in the year of our Lord, &c. 25 l. more thereof, on the 2d day of, &c. which shall be in the year of our Lord, &c. 20 l. more thereof, on the 2d day of, &c. which shall be in the year of our Lord of, &c. 25 l. residue thereof, without making default of, or in any or either of them, then he the said *T. H.* his Executors or Administrators, or any of them, shall not, nor will take, or sue out, or cause to be sued or taken out, any Writ or Writs of Execution whatsoever, nor take any other advantage whatsoever against the said *R. B.* his Goods, Chattels, Lands or Tenements, upon the said Judgment, but upon payment of the said sum of 102 l. in manner and form aforesaid. He the said *T. H.* at the Request, and at the proper cost and charges in the Law of him the said *R. B.* his Heirs, Executors or Administrators, shall and will acknowledge satisfaction upon the Record of the said Judgment, so as the said *R. B.* his Executors or Administrators, do, and will first make and seal, and deliver unto the said *T. H.* his Executors and Administrators, a good, lawful and sufficient Release of errors in the said Judgment. But if any default shall happen to be made in payment of, or in any, or either of the said payments, or of, or in any part of them, any or either of them, at any day limited and appointed for the payment thereof, contrary to the true intent and meaning of these Presents. That then, and from thenceforth, and at any time, after such default of, or in any of the payments, aforesaid, or of or in any part of them, any or either of them as aforesaid, it shall and may be lawful to and for the said *T. H.* his Executors or Administrators, to sue

The said 102 l. being paid, the Obligor to acknowledge satisfaction on Record, the Obligee suing a Release of Errors upon the said Judgment.

In default of payment.

or

or prosecute, or cause to be sued or prosecuted any Writ or Writs of Execution whatsoever, upon the said Judgment, according to due course of Law. And then, and in any such case also, these Presents shall be void, and of none effect, notwithstanding any thing in these Presents to the contrary. In Witness, &c. *Then to take out execution.*

A Defeasance of a Judgment, before it be entred upon the Warrant given to acknowledge a Judgment.

THis Indenture made the 10th day of *A.* &c. and in the year of our Soveraign Lord King *C.* &c. Between *E. C.* of, &c. in the County of &c. of the one part, and *T. R.* of, &c. in the County of, &c. on the other part. Witnesseth, That whereas the above-named *T. R.* before the Ensealing and Delivery hereof, hath acknowledged and suffered one Judgment to be entred upon Record in His Majesties Bench at *Westminster*, in *Easter*-Term now next ensuing, for, &c. and &c. Cost of Suit thereupon assessed at the Suit of *E. C.* Nevertheless it is Agreed, Conditioned, Covenanted and Granted by and between the said Parties to these Presents either to other. That if the said *T. R.* his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly satisfie, content and pay, or cause to be well and truly satisfied, contented and paid to the said *E. C.* or his Assigns, the sum of, &c. of lawful Money of *England*, yearly, and every year during the natural life of him the said *E. C.* at the four most usual Feasts or Terms in the year, (*viz.*) at the Feast of St. *M. the Birth* of, &c. and the *Annunc.* of *M.* or within 14 days next after any of the said Feasts, by even and equal Portions, the said payments to be made at, or in, &c. That then the said Judgment shall be utterly void, and of none effect. And that then after the decease of the said *E. C.* (the said quarterly payments being duly made, or by him the said *E. C.* accepted,) the Executors, Administrators of him the said *E. C.* shall upon request made, give sufficient Warrant, for the acknowledging of satisfaction upon Record for the said Judgment. And in the mean time, he the said *E. C.* nor his Assigns, shall not sue forth, nor prosecute any manner of Execution, upon the said Judgment, against the said *T. R.* his Executors nor Administrators, nor against their, or any of their Goods, Lands or Tenements. But if default shall be made of any the said payments, at the days and place aforesaid, and other good satisfaction not given, That then, and at all times after, the said *E. C.* his Executors, Administrators and Assigns, shall and may take his or their due course of Law upon the said Judgment, in that behalf provided. In Witness, &c.

Recital.

If payment be made, as herein is expressed.

Then the said Judgment shall be void.

No execution to be taken on the said Judgment, unless default of payment.

Defeasance

Defeazance of a Judgment.

THis Indenture tripartite, made the, &c. day of, &c. in the yeer of our Lord, &c. Between *I.* and *T.B.* of *L.* Gent. *I.P.* and *G.* and *A.* his Wife late of *A.* Spinster, *R.B.* and *K.B.* of *L.* Spinst. and *I.C.* of *L.* aforesaid of the 1st part. *T.L.* of *S.* in the County of *M.* of the 2d part. And *W.R.* of *W.* in the County of *E.* and *I.P.* of *L.* in the County of *E.* Esq. of the 3d part. Whereas

Recital of the Judgment.

the said *I.C.* in the Term of, in the, &c. year of His Majesties Reign, &c. had, obtained, and recovered Judgment in His Majesties Court of the Kings Bench at *Westminster*, against the said *T.L.* by the name of Sir *T.L.* Kt. otherwise called Sir *T.L.* of *S.* in the County of *M.* Kt. for, &c. debt and, &c. damages and costs of Suit, as by the Records of the same Court it doth and may appear, which said Judgment was had and obtained in manner aforesaid by the said *I.C.* in his name, but in trust only, and to and for the use and benefit of the said *I.B. T.B.* and *A.* now Wife of the said *I.P.* then *A.B. K.B.* and *E.B.*

Indenture of Sale recited.

Whereas the said *T.L.* by one Indenture bearing the same date with these presents, made between the said *T.L.* of the one part and the said *I.P.* of the other part, & by other Conveyance & Assurance in the Law, hath for & in consideration of the sum of, &c. of lawful Money of *England*, to him in hand paid by the said *I.P.* granted, bargained, sold, enfeoffed, and confirmed unto the said *I.P.* his Heirs and Assigns for ever, all that Close, piece or parcel of Land or Pasture-ground, called the 7 Acres, containing by Estimation, &c. And also that piece or parcel of Ground, called the, &c. containing, &c. And also, &c. As by the said Indenture and Assurances it doth and may appear.

Agreement for the payment of purchase money.

And whereas it was agreed by, and between the said *T.L.* and *I.P.* that the said Purchase-money should be paid unto the said *I.B. T.B. I.P.* and *A.* his Wife *K.B.* and *E.B.* to whom the said debt and damages before mentioned do properly belongeth; and that the said Judgment should be made over to some person to be trusted by the said *I.P.* for the protecting of the aforesaid Lands and Premisses, so purchased as aforesaid, from Incumbrances done by the said *T.L.* whereunto the said Lands or Premisses are, or may be liable. Now this Indenture Witnesseth, That the said *I.C.* for and towards the performance of the said Agreement, and for, and in consideration of the sum of, &c. paid to the said *I.B. T.B. I.P.* and *A.* his Wife, *K.B.* and *E.B.* by the said *I.* the Receipt whereof the said *I.B.* and *T. B. I.P.* and *A.* his Wife *K.B.* and *E. B.* doth hereby acknowledge, and thereof, and of every part and parcel thereof do acquit and discharge the said *T. L.* his Heirs and Assigns, by these presents, hath granted, assigned and set over, and by these presents doth (at the Request, and by the appointment of the said *I. B.* and *T. B. I. P.* and *A.* his Wife, *K. B.* and *E. B.* testified by their being made parties to these presents,) grant, assign, and set over unto the said *W. R.* (being a person nominated, and trusted by the said *I. P.* for his use and benefit) his Executors,

Considerations for and towards the performance of the said Agreement.

Assignment.

Assignment of the Judgment.

Executors, or Administrators, and Assigns, the said Judgment before mentioned, and of all and every sum and sums of Money therein mentioned, or thereby recovered. And all benefit, profit and advantage to arise, grow or happen, or to be had or obtained upon, or by virtue of the same, in any manner of wise. And to the intent, that the said Lands and Premisses, may be the better protected from Incumbrances according to the true intent and meaning of these Presents, the said *J. C.* doth hereby make, depute, appoint and constitute the said *W. R.* his lawful Attorney, in his name and stead, but to the use of the said *J. P.* his Heirs and Assigns, and at his and their proper Costs and Charges, to sue out an *Elegit*, or *Extent*, upon the said Judgment so had and obtained, by and in the name of the said *J. C.* as aforesaid. And further, to do, perform and execute all and every other matter, thing or things whatsoever, that shall be meet, needful, expedient and lawful to be done, performed or executed, in or about the extending of the Premisses, or any part thereof, as amply in every respect, as the said *J. C.* himself might, or could do or perform the same, if he were from time to time present, at the doing thereof, and did the same personally; ratifying, allowing and confirming for good and effectual in Law, all and whatsoever the said Attorney, or any his Substitutes shall lawfully do, or cause to be lawfully done in and about extending the Premisses, or any part or parcel thereof, to the use aforesaid, by virtue of these Presents. And the said *J. C.* for him, his Executors and Administrators, doth Covenant and Grant to, and with the said *W. R.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents, in manner and form following, That is to say, That the said *J. C.* his Executors and Administrators, shall not, nor will at any time after revoke, frustrate, or make void this present Writing or Letter of Attorney, or any Power or Authority hereby given or granted, without the consent of the said Sir *W. R.* his Executors, Administrators or Assigns, first had and obtained in Writing under his Hand and Seal. And also, that the said *J. C.* his Executors and Administrators, shall and will from time to time, and at all times hereafter, upon reasonable Request and notice to be made or given to him or them, and at the Costs and Charges of the said Sir *W. R.* his Executors, Administrators or Assigns, avow, justifie and maintain with effect, all and every such lawful Act and Acts, things and proceedings whatsoever, as shall be lawfully done and performed by the said Sir *W. R.* or any his Substitutes in and touching the extending of the Premisses, or any part thereof. And further, That he the said *J. C.* his Executors and Administrators, shall and will from time to time, and at all times hereafter, upon every reasonable Request, and at the proper Costs and Charges of the said Sir *W. R.* his Executors, Administrators or Assigns, make and give unto the said *W. R.* his Executors and Assigns such further Power and Authority, be it by making new Letter or Letters of Attorney, Warrant or Warrants of Attorney or otherwise, as shall be necessary for the better Authorizing of the said Sir *W. R.* his Executors, Administrators or Assigns, or any of them, in and touching the extending of the Premisses, or any part thereof, to the use aforesaid, as by the said Sir *W. R.* his Executors, Administrators or Assigns, shall be reasonably advised, devised or required. In Witness, &c.

For protection of the Lands.

W. R. *Deputed Attorney to sue out an* Elegit *on the said Judgment.*

That J. C. *Executors and Administrators shall not make void this writing, without the consent of* Sir W. R. *first had,*

To justifie the extent.

To give further Authority.

A

A Defeazance of a Recognizance.

THis Indenture made the, &c. of *M.* Anno Dom. &c. and in the Year of the Reign of our Sovereign Lord, &c. Between *H.H.* of *N.* Labourer, of the one part, and *S.S.* of *L.* Gent of the other part, Witnesseth, That Whereas the said *H.H.* at the instance and request of the said *S.S.* and for the cause, together with him the said *S.S.* in and by one Recognizance, bearing date the, &c. now last past acknowledged to be inrolled in the Court of Chancery, become bound unto *T.S.* of *P.* in the County of *S.* Esq; in the sum of 1700 l. of lawful Money of *England*, as in and by the same Recognizance doth and may appear. And whereas also by one Indenture, bearing date the said 6th day of *M.* last past, made between the said *S.S.* and *H.H.* on the one part, and the said *T.S.* on the other part, Witnesseth, That whereas a Marriage was then intended (and now is solemnized) between the said *S.S.* and *E.S.* the Sister of the said *T.S.* and for the setling of a competent and sufficient Joyntute, for the better maintenance and living of the said *E.* if she happen to survive and over-live the said *S.S.* and that some stay and estate might be had to the Heir of the said *S.* on the Body of the said *E.* to be to be begotten. The said *S.S.* and the said *H.H.* at the instance and request of the said *S.S.* together with the said *S.* for themselves, and either of them, their and either of their Heirs, Executors and Administrators and every of them, did covenant, promise and grant, to and with the said *T.S.* his Heirs and Assigns, by the said Indenture, That the said *S.S.* and *H.H.* or one of them, their, or one of their Heirs or Assigns, shall and will within years next ensuing the date of the said Indenture, well and sufficiently convey and assure, or cause and procure to be well and sufficiently conveyed and assured, Lands, Tenements and Hereditaments, within the Realm of *England* of the clear yearly value of, &c. by the year, over and above all and every yearly Charges, Deduction and Repairs; clearly acquitted and discharged of all Titles, Troubles and Incumbrances to the said *E.* during her life, and after her death, to the use of the said *S.S.* and the Heirs of the Body of the said *E.* lawfully to be begotten; and for default of such Issue, to the Heirs and Assigns of the said *S.S.* for ever. And the person and persons which shall so convey and assure the said Lands, Tenements and Hereditaments, shall be at the time of the Conveyance thereof, lawfully, rightfully and absolutely seised of all the said Lands, Tenements and Hereditaments, (in manner and form as aforesaid) to be conveyed of a good and perfect Estate in the Law, in Fee-simple. And further, the said *S.S.* and *H.H.* for themselves, and either of them, their, and either of their Heirs and Assigns did Covenant, Promise and Grant, to and with the said *T.S.* his Heirs and Assigns, by the said Indenture, That if the same *S.S.* shall decease within the said years, and before such Assurance had and made, that then the Executors, &c

Recital of the Recognizance.

Indentures also.

or Administrators of the said *S.S.* shall from the day of the death of the said *S.* until such Assurances aforesaid, shall be made, well and truly pay, or cause to be paid to the said *T.* if she be living; and if she be deceased, to such Children as shall be in the mean time begotten on her Body, and then living one yearly Rent of, &c. by the year, of lawful Money of *England*, at 4 Feasts or Terms in the year; *(That is to say,)* At the Feast, &c. or within 20 days next after every of the said Feasts, by even proportion; the first payment thereof to begin at such of the same Feasts as shall next ensue the decease of the said *S.S.* And whereas also, by the same Indenture, it was covenanted and agreed between the said Parties, and the said *T.S.* for himself, his Heirs, Executors and Administrators, and every of them, did Covenant, Promise and Grant, to, and with the said *S. S.* and *H. H.* their Heirs and Assigns, by the said Indenture, That if the said *S. S.* and *H. H.* their Heirs, Executors and Administrators, and every of them do and shall well and truly observe, perform, fulfil, and keep all and every the Covenant, Grants, Articles and Agreements in the said Indenture contained, which on his or their Parties and Behalfs, are, or ought to be observed and kept, according to the Tenor, Purport, and true meaning of the said Indenture, That then the said Recognizance should be void, frustrate, and of none effect, and a Vacate entred upon the Record thereof, any thing in the said Indenture to the contrary notwithstanding; and otherwise, the same to stand and abide in full force and strength, &c. as by the said Indenture at large doth and may appear. And whereas also, the said *S. S.* in and by one other Recognizance, bearing date the said, &c. day of, &c. now last past knowledged to be inrolled in the Court of *Chancery*, became bound unto the same *H. H.* in the sum of &c. of lawful Money of *England*, as in, and by the said Recognizance, it doth and may appear. Now it is covenanted and agreed between the said Parties to these presents, and the said *H. H.* for himself, his Heirs, Executors and Administrators, and every of them, doth Covenant, Promise and Grant, to, and with the said *S. S.* his Heirs and Assigns, by these Presents, That if the said *S.S.* his Heirs, Executors and Administrators, or any of them, do and shall well and truly observe, perform, fulfil, and keep all and every the Covenants, Grants, Articles and Agreements contained in the said recited Indenture, which on the Parties, and behalfs of the said *S. S.* and *H. H.* or either of them, are, or ought to be observed and kept, according to the Tenor and Purport, and true meaning of the said recited Indenture. And hereby do acquit and discharge, and at all times hereafter save harmless the said *H. H.* his Heirs, Executors and Administrators, and every of them, of, and from the said recited Recognizance of, &c. and of and from the said Covenants contained in the said recited Indenture, That then the said Recognizance of, &c. knowledged by the said *S.S.* to the said *H. H.* shall be void, frustrate, and of none effect, and a Vacate entred upon the Record thereof, otherwise the same to stand and abide in full force and strength. In Witness, &c.

If Covenants be performed.

Recognizance void.

A Defeazance upon a Judgment in the Sheriffs Court, in London.

That the said A. B. shall recover 200 l. for Debt, and 5 s. for Costs and Charges.

THis Indenture, made, &c. Between *A. B.* Cit. and Merch. of *L.* and *C. D.* Cit. and *H.* of *L.* on the other part; Witnesseth, That whereas the said *C. D.* the day of the date hereof hath acknowledged in the Sheriffs Court, in *L.* one Action of Debt commenced in the said Court by *A. B.* against the said *C. D.* Whereupon Judgment is already given, That the said *A. B.* shall Recover 200 l. for Debt, and 5 s. for Costs and Charges, as by the Records of the same Court, more at large it appeareth. Nevertheless, It is now covenanted, granted, concluded and agreed, by and between the said Parties to these Presents. And the said *A. B.* for him, his Heirs, Executors and Administrators, doth Covenant, Promise and Grant, to, and with the said *C. D.* his Heirs, Executors, Administrators and Assigns, by these Presents, in manner and form following; That is to say, That if the said *C. D.* his Heirs, Executors, Administrators and Assigns, do well and truly pay, or cause to be paid to the said *A. B.* his Heirs, Executors, Administrators or Assigns, at his own dwelling house sit. &c. the sum of 100 l. of, &c. in manner and form following; That is to say, &c. And so further, and from thenceforth quarterly on every of the same Feast days, or within 10 days next ensuing every of the same Feast days, consequently and next ensuing, one after another, at the place aforesaid, until the said sum of 200 l. shall be fully paid to the said *A. B.* his Executors, Administrators or Assigns. That then he the said *A. B.* his Executors and Administrators, shall and will at any time after such full payment be made to him the said *A. B.* his Executors, Administrators or Assigns of the said sum of 100 l. upon the reasonable Request, and the Costs and Charges of the said *C. D.* his Executors, Administrators and Assigns, acknowledge, or enter satisfaction of the said Judgment in the said Court, as in such like cases is used and accustomed. And also, that he the said *A. B.* his Executors, Administrators or Assigns, or any of them, or any other, by his or their means or procurement, shall not at any time (before the said *C. D.* his Executors, Administrators or Assigns, shall make default in payment of the said sum of 100 l. or some other part thereof, contrary to the form aforesaid) sue forth, or prosecute any Execution, Extent or other Process whatsoever against the said *C. D.* his Heirs, Executors or Administrators, or any of them, or any of his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any of them, or any part thereof, upon, or touching the said Judgment, or sum of Money therein contained. Provided always, and it is further conditioned, concluded and agreed, between the said Parties, to these Presents, That if the said *C. D.* his Heirs, Executors, Administrators or Assigns, shall make default, of, or in any payment of the payments aforesaid, of the said sum of 100 l. in part or in all, contrary

Payments to be made.

upon request of C. D. to refuse satisfaction to be entred upon payment.

Proviso, in default of payment.

contrary to the form aforeſaid, That then, and immediately from and after ſuch default made, all and every the Covenants, Grants, Articles, Clauſes and Agreements, in theſe Preſents contained, on the part and behalf of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and every or any of them to be performed, done and kept, ſhall clearly be void, and of none effect. And that then, or at any time after ſuch default made, it ſhall or may be lawful, to, and for the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, or any of them, to ſue forth, take, uſe, and have againſt the ſaid *C. D.* his Heirs, Executors, and Adminiſtrators, or any of them, his or their, or any of their Lands, Tenements, Hereditaments, Goods and Chattels, or any of them, or any part thereof, all or any ſuch lawful Actions, Suits, Proceſſes, Extents and Executions, and other Remedies upon or concerning the ſaid Judgment, as he or they might, could, or ought to have had or done, if theſe preſents had never been made or had, any thing therein contained to the contrary in any wiſe notwithſtanding. In Witneſs, &c.

The ſaid Covenants to be void.

And then lawful to proſecute.

Defeazance of a Bargain and Sale, &c. Judgment.

This Indenture, made, &c. Between *T. T.* &c. of the one part, and *W. T.* &c. of the other part, Whereas by two ſeveral Indentures both bearing date the, &c. now laſt paſt made or mentioned to be made between the ſaid *W. T.* of the one part, and *T. T.* of the other part, and the one of them intended to be enrolled in the High Court of *Chancery*, the ſaid *W. T.* for the conſideration therein mentioned, hath ſold and conveyed, or intended to ſell and convey a Meſſuage, Tenement, with the Appurtenances, and other things in the ſaid Indenture mentioned, unto the ſaid *T. T.* and his Heirs, and hath entred into divers Covenants and Agreements in one of the ſaid Indentures contained. And whereas the ſaid *T. T.* by the Judgment of the Court of Kings Bench at *Weſtm.* did in *Hillary* Term now laſt paſt, againſt the ſaid *W. T.* recover in an Action of Debt upon an Obligation of 100 l. penalty bearing date the ſaid, &c. laſt paſt 100 l. Debt, and 21 s. for Coſts of Suit, as by the ſaid Indenture and as by the Record of the ſaid Judgment may appear. Now this Indenture Witneſſeth, That it is covenanted and agreed by and between the ſaid parties to theſe Preſents, And the ſaid *T. T.* for himſelf, his Executors, and Adminiſtrators, doth covenant, promiſe, and agree to and with the ſaid *W. T.* his Heirs, Executors, and Adminiſtrators, and every of them, do and ſhall from time to time, and at all times hereafter obſerve, fulfil, and keep all and ſingular the Covenants, Grants, Articles, Promiſes and Agreements mentioned and compriſed in the ſaid recited Indenture of Covenants, which on the part and behalf of the ſaid *W. T.* his Heirs, Executors and Adminiſtrators and every of them, are and ought to be obſerved and performed, fulfilled and kept according

Recital of Bargain and Sale.

And Judgment in the Kings Bench alſo.

If Covenants performed.

according to the true intent and meaning of the ſame Indenture, that then the ſaid *T. T.* his Executors and Adminiſtrators, ſhall and will at and upon the requeſt, coſts, and charges of the ſaid *W. T.* his Heirs, Executors and Adminiſtrators, acknowledge ſatisfaction upon the Record of the ſaid Judgment, deliver up to the ſaid *W. T.* his Heirs, Executors, and Adminiſtrators, the ſaid Obligation to be cancelled, he the ſaid *W. T.* his Heirs, Executors, and Adminiſtrators firſt ſealing, and as his or their Act and Deed, or Acts and Deeds, delivering unto the ſaid *T. T.* his Executors and Adminiſtrators, a general Releaſe of and for all errors and erroneous proceedings whatſoever in or about the ſuing or preſenting of the ſaid Action, or the miſ-entry or non-entry of the ſaid Judgment, and that in the mean time and until breach of ſome of the Covenants, Grants, Articles, Promiſes, or Agreements in the ſaid Indenture of Covenants, contained, he the ſaid *T. T.* his Executors or Adminiſtrators ſhall not or will not ſue or procure to be ſued forth any Writ of Execution or Extent upon the ſaid Judgment againſt the ſaid *W. T.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt his, their or any of their Lands, Tenements, Goods or Chattels. In Witneſs, &c.

Then to acknowledge ſatisfaction upon the ſaid Judgment, the other ſealing a Releaſe of Errors.

until breach of the Covenants, nothing of Proſecution againſt W. T.

DEPUTATIONS.

A Deputation for a Receiver.

THis Indenture made, &c. Between *J. E.* of, &c. of the one part, and *L. B.* and *J. B.* of the other part. Whereas our late Soveraign Lord King *Charles* the firſt, of happy Memory, by His Letters Patents under the Great Seal of *England*, bearing date the, &c. day of, &c. did give and grant unto *R. C.* Eſq; and the ſaid *J. E.* joyntly and ſeverally, the Office of Receiver of the Iſſues and Revenues of all and ſingular the Honors, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Services, and other Poſſeſſions and Hereditaments whatſoever of him, his Heirs and Succeſſors, in the Counties of *S.* and *C.* and in all other Towns and places whatſoever as well within Liberties as without, within the Precincts, Limits, and Circuits of the ſame Counties and either of them, formerly being in the Survey and Government of the ſaid late Majeſties late Court of Augmentation and Revenue of his Crown of *England*, and of the Officers and Miniſters of the ſaid late Court, and then being aſſigned and appointed to the Survey and Government of his Court of Exchequer, and of the Officers and Miniſters of

Recital of Letters Patents.

of the ſame Court and by the ſame Letters Patents did Make, ordain, and Conſtitute them the ſaid *R. C.* and *J. E.* and either of them joyntly and ſeverally, Receiver of the Revenues of his ſaid Court of Exchequer; To wit, Receiver of the Iſſues and Revenues of all and ſingular the Honors, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Poſſeſſions and Hereditaments of the ſaid late King in the ſaid County of *S.* and *C.* and in all other the Towns, Villages, and Places aforeſaid, To have, enjoy, exerciſe, and occupy the ſaid Office to the ſaid *R. C.* and *J. E.* and either of them joyntly and ſeverally by themſelves, or by their ſufficient Deputy or Deputies of either of them, for and during the lives of them the ſaid *R. C.* and *J. E.* and of the longer liver of them, together with all allowances of Diet, Profits, Commodities, Advantages, Authorities, Rights and Preheminencies whatſoever any way to the ſaid Office belonging or incumbent, and alſo the Fee of, &c. *per annum*, and &c. for Portage of every 100 l. of the Money of the ſaid King, his Heirs or Succeſſors, by them or either of them received of the Iſſues aforeſaid, as by the ſame Letters Patents may more at large appear. And whereas the ſaid *R. C.* is ſithence dead, and the ſaid *J. E.* him Surviveth. Now this Indenture Witneſſeth, That the ſaid *J. E.* for the great truſt and confidence he repoſeth in the ſaid *L. B.* and *J. B.* for the due Execution of the ſaid Office for and on the behalf of him the ſaid *J. E.* and for divers other good Cauſes and Conſiderations him thereunto moving, hath deputed, conſtituted, made and appointed; And by theſe preſents doth depute, conſtitute, make and appoint them the ſaid *L. B.* and *J. B.* joyntly, and either of them ſeverally his Deputy and Deputies, to collect, receive and gather all and every Sum and Sums of Money which he the ſaid *J. E.* by virtue of the ſaid Letters Patents, may, might, ſhould or ought to collect, receive, or gather in the ſaid County of *S.* and *C.* and either of them, and in all other Towns and places whatſoever (as well within Liberties as without) within the Precincts, Limits and Circuits of the ſame Counties, and either of them. And the ſaid *J. E.* doth by theſe Preſents give and grant unto them the ſaid *L. B.* and *J. B.* and either of them joyntly and ſeverally, the Office or place of Deputy-Receiver of the Revenues of the ſaid Kings Court of Exchequer: To wit, the Office of Deputy-Receiver of the Iſſues and Revenues of all and ſingular the Honours, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Poſſeſſions and Hereditaments of the ſaid now King in the ſaid Counties of *S.* and *C.* and in all other the Towns, Villages, and places aforeſaid, To have, hold, uſe, exerciſe, occupy and enjoy the ſaid Authority and Deputation, and the ſaid Office of Deputy-Receiver aforeſaid, to them the ſaid *L. B.* and *J. B.* and either of them joyntly and ſeverally, for and during the lives of them the ſaid *L. B.* and *J. B.* and of the longer liver of them, if he the ſaid *J. E.* ſhall ſo long live. And the ſaid *J. E.* doth hereby give and grant unto the ſaid *L. B.* and *J. B.* and to the Survivor of them, full Power and Authority to receive and take all allowances of Dyet, Profits, Commodities, Advantages, Authorities, Rights, Fees, Duties, Sums of Money, Rewards and Preheminencies whatſoever to the ſaid Office of Receiver aforeſaid, or to the

Deputation granted.

Habend.

ſaid *J. E.* by reaſon of the ſaid Office, or by virtue of the ſaid Letters Patents belonging, appertaining or incumbent, or particularly the ſaid Fee of 10 l. *per annum*, and the ſaid Fee or Reward of, &c. for the Portage of every 100 l. of the Kings Money by the ſaid Letters Patents granted to the ſaid Patentee as is aforeſaid, To have, receive, and take all the Fees, Duties, Profits, Commodities and Advantages aforeſaid, unto the ſaid *L. B.* and *J. B.* and either of them, to their and either of their own proper uſe and behoof, without any account thereof making or to be made to the ſaid *J. E.* his Executors, Adminiſtrators or Aſſigns, or any of them. And the ſaid *L. B.* and *J. B.* for themſelves, their Heirs, Executors, and every of them, do joyntly and ſeverally covenant, promiſe, and grant to and with the ſaid *J. E.* his Heirs, Executors, and Adminiſtrators, and to and with every of them by theſe Preſents, in manner and form following; That is to ſay, That they the ſaid *L. B.* and *J. B.* or one of them, ſhall and will from henceforth from time to time well and diligently, duly and carefully execute the ſaid Office of Receiver aforeſaid, for and in the Name, and on the behalf of him the ſaid *J. E.* and ſhall and will from time to time, and at all times hereafter, well and truly anſwer, ſatisfie, and pay all and ſingular ſuch ſum and ſums of Money as they the ſaid *L. B.* and *J. B.* and either of them, or their or either of their Clerks, Subſtitutes, Servants or Agents, or either of them ſhall receive in reſpect of the Office of Receiver aforeſaid, or as Deputies or Deputy to the ſaid *J. E.* of the ſaid Office, and which ſhall be any ways hereafter charged or chargeable upon the Accompt of the ſaid *J. E.* by reaſon of the ſaid Office at ſuch time and times, place, and places, and in ſuch manner as the ſame are or ought to be paid, and ſhall alſo from time to time ſufficiently ſave harmleſs and defend the ſaid *J. E.* his Heirs, Executors, and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, of and from all and every the ſum and ſums of Money aforeſaid, and of and from all loſs and damage that ſhall or may happen or come to him the ſaid *J. E.* his Heirs, Executors, and Adminiſtrators, and every of them, by reaſon of the ſaid Moneys, or for the not executing or miſ-executing of the ſaid Office, or for any other matter, cauſe, or thing, wherewith the ſaid *J. E.* ſhall or may be charged or chargeable in relation to the ſaid Office. And the ſaid *J. E.* for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, grant and agree to and with the ſaid *L. B.* and *J. B.* their Executors and Adminiſtrators, by theſe Preſents, That he the ſaid *J. E.* will not at any time hereafter revoke or repeal the ſaid Deputation, or any Authority hereby granted, or do or ſuffer to be done any Act, Matter or Thing whereby the ſame may become void, invalid, or of none effect; or whereby the ſaid *L. B.* and *J. B.* or either of them, may be hindered or ſuffered not to receive the before-mentioned Fee or Fees, or any of the before-mentioned Profits belonging to the ſaid Office, or any of them, and granted or intended to be granted to the ſaid *L. B.* and *J. B.* as aforeſaid, and that they the ſaid *L. B.* and *J. B.* and the Survivor of them, ſhall and may have, hold, exerciſe and enjoy the Office of Deputy-Receiver afore

For reception of Fees.

For due Execution of the Office.

Not to repeal the Deputation.

For injoyment without interruption.

aforesaid, and have, receive, take and enjoy all Fees, Benefits, and Advantages, hereby to them granted or intended to be granted as aforesaid, during all the term and time hereby granted and intended to be granted, without any Suit, Let, Trouble, Interruption or Disturbance of or by him the said *J. E.* or any lawfully claiming under him, or of or by any other person or persons with or by his means, default, privity or procurement. In Witness, &c.

A Deputation or Under-Stewardship.

TO all, &c. *A. B.* &c. Greeting. Whereas *C. D.* for, &c. by his Writing bearing date, &c. Hath appointed and ordained me the said *A.* his Steward of his Lordships and Mannnors of *D.* and *S.* and of all Courts of View of *Franck-Pledge* and Leets within the Mannors aforesaid. To have, hold, occupy, and exercise the Office aforesaid, by me or my sufficient Deputy or Deputies for term of my life, with the Fees, Wages, Rewards to the same Office belonging, or anciently due and accustomed, together with the yearly Fee of 5 l. for the exercise and occupying the said Office as by the said Writing more at large appeareth. Now know ye, me the said *A. B.* to have made, ordained, and by these Presents to have constituted my welbeloved *R. S.* my Deputy or Under-Steward of the Mannors or Lordships aforesaid. To have, hold, occupy, and exercise the said Office of Deputy-Stewardship of me the said *A.* for term of natural life. Taking and having yearly, during the said term, for exercising and occupying the said Office, all Fees, Wages, Rewards and Profits to the same Office belonging, or anciently due or paid. Together with the said Annual Rent or Fee of 5 l. and fully and wholly, and in as ample manner and form, as I now, or heretofore have had, received, have used, or to do have accustomed. In Witness, &c.

Recital of the chief Stewards Deputation.

Constitution.

Habend.

A Deputation of Stewardſhip.

THis Indenture made, &c. between *W. K.* Eſquire, Steward of the Honor of *B.* in the County of *H.* and the Mannors and Courts thereunto belonging, of the one part, and *J. H.* Gent. of the other part, Witneſſeth, That the ſaid *W. K.* hath made, ordained, conſtituted, and appointed; and by theſe Preſents do make, ordain, conſtitute and appoint the ſaid *J. H.* his Deputy, Steward of the Honor aforeſaid, and the ſeveral Mannors and Courts thereunto belonging. And by theſe Preſents, doth give and grant unto the ſaid *J. H.* the Deputation and Execution of the ſaid Office of Stewardſhip of the Honors and Mannors aforeſaid; *To have, hold*, enjoy, and exerciſe the ſaid Office to the ſaid *J. H.* for and during the natural life of the ſaid *W. K.* together with all Fees, Rewards, Profits, Allowances, Preheminences, Commodities and Advantages whatſoever to the ſaid Office in any manner of way belonging or appertaining, ſo long as the ſaid *J. H.* ſhall have and exerciſe the ſaid Office, and in as large and ample manner as the ſame is granted by *G. F.* and *G. P.* by their Indenture bearing date, &c. to the ſaid *W. K.* except the Fee of 5 l. to the ſaid *W. K.* granted by the ſaid Indenture, for the execution of the ſaid Office. In Witneſs, &c.

Grant.

Habend.

A Deputation of an Office.

TO all Chriſtian People, To whom this preſent Writing Indented ſhall come, *S. E.* of *D.* ſendeth Greeting in our Lord God everlaſting. Know ye, That the ſaid *S. E.* for divers good cauſes and conſiderations him hereunto moving, hath aſſigned, made, ordained and conſtituted, and by theſe preſents doth authorize, nominate and appoint *T. B.* of *C.* his true and faithful Deputy, for him and in his name to exerciſe and execute the Office of the Bailiff of the liberty of the Dutchy of *L.* Feodary, Eſcheator, and Clerk of the Market of *G.* in the ſaid County of *L.* and not elſewhere, and to receive all and ſingular Rents, Iſſues, Profits and Commodities, and Caſtle-ward of *L.* for Knights-Fee, with all and ſingular the aforeſaid Hundred in the ſaid, &c. to the ſaid Caſtle and Honor of *L.* belonging or appertaining; and alſo to do and execute all things pertaining to the Leets and View of *Frank-Pledge* of *S.* within theſe ſeveral Hundreds, and to receive and take all Perquiſites, Profits, and Certainties of the ſame Leets and the Pleas, Perquiſites and Profits of all and

Grant of Deputation.

and ſingular the ſeveral Towns within the ſaid Hundreds and every of them; and alſo to do and execute every ſuch other Acts and things pertaining to the Offices aforeſaid, or any of them, within the ſaid ſeveral Hundreds or any of them, in as large and ample manner as the ſaid *S. E.* by force and virtue of any Grant or Grants, Conveyance or Conveyances from or out of the ſaid Dutchy of *L.* to him made, or now inveſted in him of the Premiſſes, or any part or parcel thereof lawfully might or could do or execute, have or receive of, for, or by reaſon of the ſame, or the execution thereof within the ſaid ſeveral Hundreds aforeſaid, or any of them, and not elſewhere. And alſo to take and receive all the Rents, Iſſues, and Profits of the ſaid ſeveral Hundreds in the ſaid County of, &c. and the Leets of the ſame Hundreds, and all other Profits and Commodities to the ſame Hundreds and Leets belonging, Excepting out of this Deputation whatſoever is excepted in the Grant or Grants made to the ſaid *S. E.* or to thoſe from whom he claim the ſame Premiſſes, or any part of them. In Witneſs, &c.

How to be enſured.

Exception.

Eccleſiaſtical Inſtruments.

A Reſignation of a Benefice.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *J. G.* Clerk, and late Parſon of the Pariſh-Church of *S.* in the County of *S.* ſend Greeting in our Lord God everlaſting; Know ye, That
Reſignation. I the ſame *G.* for divers good and reaſonable Cauſes and Conſiderations, me moving, Have clearly reſigned and releaſed unto the Patron or Giver of the Parſonage of *S.* in the ſaid County of *S.* and Dioceſs of *W.* the free, and ample, and clear Diſpoſition and Gift of the ſame Parſonage; Together with all the Right, Demand, or Title, which I might, ſhould, or ought to claim or demand by any manner of means, for, touching, or in any wiſe concerning the ſame Parſonage of *S.* by reaſon either of Nomination, Aſſignation, or Deputation thereof, at any time heretofore to me made,
Promiſe not to make claim. granted, or aſſigned. And I the ſaid *J. G.* do by theſe Preſents, promiſe, and grant, at no time or times hereafter, to make any Claim or Claims, Challenge or Demand to the ſaid Parſonage, or to any Duties whatſoever appertaining thereunto, which might have grown due or payable unto me, by reaſon of the foreſaid Parſonage of *S.* In Witneſs, &c.

A Licence to Preach and ſerve a Cure.

G. Dilecto nobis in Chriſto *A.B.* Clerico, Salutem & gratiam. Literarum ſacrarum ſcientia, vita probitas & aliæ virtutis & prudentiæ dotes, quibus nobis commendatus exiſtis, Nos merito inducunt ut in commodum eccleſiæ ſuſcitemus hæc dona tibi divinitus data. Ad prædicandam igitur & proponendum verbum dei ſermone Latino ſeu vulgari Clero & populo in quacunque eccleſia, per totam diocæſin noſtram, necnon ad peragendum officium Curati parochialis in eccleſia parochiali de *M.* noſtræ diocæſeos in precibus communibus aliiſque miniſteriis eccleſiaſticis ad officium Presbyteri pertinentibus, juxta formam deſcriptam in libro publicarum precum auctoritate

ritate Parliamenti hujus inclyti Regni editarum & ſtabilitarum, & regias injunctiones in ea parte editas & publicatas & non aliter neque alio modo (dum te laudabiliter geſſeris.) Licentiam & facultatem tibi tenore preſentium concedimus & impertimur, ad noſtrum beneplacitum tantummodo duraturum. In cujus rei teſtimonium ſigillum noſtrum præſentibus appoſuimus. Dat.

A Licence to perform the Office of a Deacon, and to Preach.

G. Dilecto nobis in Chriſto *A. B.* Diacono, ſalutem & gratiam. Ad peragendum officium Diacon. donec ſacrum Presbyteratus ordinem adeptus fueris, ac etiam ad peragendum officium Curati Parochialis, tam in Eccleſia Parochiali de *M.* noſtræ Dioceſeos, quam in quacunque alia Eccleſia, infra eandem dioceſin, ubilibet conſtituta, in precibus communibus ad officium veſtrum pertinentibus, juxta formam deſcriptam in libro publicarum precum, auctoritate Parlamenti hujus inclyti Regni *Angliæ*, editarum & ſtabilitarum, ac Canones & Conſtitutiones in ea parte publicat. & legitime ſtabilit. non aliter, neque alio modo: Necnon ad prædicandum & proponendum verbum Dei, juxta talentum tibi a Domino concreditum, in quibuſcunque Eccleſiis, ſive locis Eccleſiaſticis, ad hoc accommodatis & decentibus, in & per Dioceſin prædictam Sermone Latino ſeu vulgari. Tibi de cujus fidelitate, doctrina, & erga Sacroſanctum Dei Evangelium zelo, ſecundum ſcientiam, ac morum probitate, ac ſanæ conſcientiæ puritate, plurimam in domino fiduciam concepimus, (ſubſcribenti prius tribus illis articulis in hac parte ſubſcribendis, ac juramentum ſupremitatis Regiæ Majeſtatis præſtanti & ſubeunti) plenam & liberam tenore præſentium, concedimus poteſtatem. Teque in ea parte licentiamus per præſentes, tamdiu duntaxat duraturus, donec aliud a nobis inde habueris in mandatis. Teque in ſuper monemus, ut ſacras literas ſyncere & pure tractas, eaſque prudenti cum ſimplicitate populo diligenter exponas: ac in ſermonibus tuis contentiones de rebus jam conſtitutis ſuſcitas vel ſpargas, neve alterationem aut immutationem quamcunque in Doctrina ut cæremoniis ſuadeas, præter eam quam Regia Majeſtas auctoritate publica fecit. Quod item te facturum propria manus tuæ ſubſcriptione teſtatus es. In cujus rei teſtimonium ſigillum noſtrum præſentibus apponi fecimus. Dat.

A Licence to practice Surgery.

G. Dilecto nobis in Chriſto *T.D.* de in Chirurgia profeſſori, ſalutem & gratiam. Cum ex fide digna relatione acceperimus, te in arte ſive facultate Chirurgiæ, per non modicum tempus verſatum fuiſſe, multiſque de ſalute & ſanitate corporis vere deſperatis (Deo omnipotente

tente adjuvante) ſubveniſſe, eoſdemque curaſſe, Necnon in arte ſive facultate prædicta, multorum peritorum rationabili teſtimonio, pro experientia, fidelitate, diligentia, & induſtria tuis, circa curas quas ſuſceperis peragendas, in hujuſmodi arte ſive facultate, me ita commendatum eſſe. Ad practicandum igitur & exercendum dictam artem ſive facultatem Chirurgiæ, in & per Dioceſin, ex cauſis prædictis, aliiſque nos in hac parte juſte moventibus, (præſtito primitus per te juramento de agnoſcendo Regiam ſupremam poteſtatem in cauſis Eccleſiaſticis & temporalibus; Ac de renunciando, refutando, & recuſando omni & omnimodo juriſdictioni, poteſtati, auctoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti Parliamenti hujus inclyti Regni *Anglie* in ea parte editi & proviſi,) quantum nobis per Statuta hujus Regni *Anglie* licet, & non aliter, neque alio modo, te admittimus & approbamus. Tibique licentiam & facultatem noſtras in hac parte tenore præſentium (quamdiu te bene & laudabiliter gefferis) benigne concedimus & elargimur. In cujus rei teſtimonium Sigillum, quo in hac parte utimur præſentibus apponi fecimus. Dat.

A Diſpenſation to receive the Order of Deacon,

G. Dilecto nobis in Chriſto *G.P.* in artibus Magiſtro, Salutem & gratiam. Ut a quocunque Epiſcopo Catholico, officii ſui executionem obtinente & exercente, in quacunque Eccleſia, ſive Capella, ubi Epiſcopus hujuſmodi moram traxerit, per Provinciam noſtram Cantuarienſem, ubilibet conſtitut. aliquo die feſto, ſive profeſto, etiamſi extra tempora a jure Canonibus & conſtitutionibus Eccleſiaſticis Statuta id fieri contigerit, ad ſacrum diaconatus ordinem, juxta morem & ritum Eccleſiæ Anglicanæ, in ea parte pie & ſalubriter editum & ordinatum, licite valeas promoveri, dummodo ætate, moribus, & literatura, idoneus repertus fueris. Super quibus Ordinantis conſcientiam diſtricte oneramus, ac modo aliud Canonicum tibi in ea parte non obſiſtat impedimentum, licentiam & facultatem noſtras, tam cuicunque Catholico Epiſcopo hujuſmodi ordinem conferendi, quam tibi eandem recipiendi benigne concedimus, ut impertimur per præſentes, contrariis Canonum inſtitutis non obſtantibus quibuſcunque. In cujus rei teſtimonium ſigillum, quo in hac parte utimur, præſentibus apponi fecimus. Dat.

A Licence for a School-Maſter to teach Children.

Dilecto nobis in Chriſto *H. F.* in artibus Baccalaureo, Salutem & gratiam. Ad inſtruendum, erudiendum, & informandum quoſcunque pueros in literis Grammaticalibus, aliiſque documentis licitis & honeſtis, ac de jure, legibus, ſtatutis, & conſtitutionibus hujus inclyti Regni *Angliæ* in ea parte permiſſis & approbatis, in quocunque loco publico vel privato tuo arbitio eligendo, ac juxta leges, ſtatuta, & conſtitutiones in ea parte editas & proviſas, & non aliter, tam in libera Schola de *H.* in Com. *C.* quam in quocunque alio loco in & per Dioceſin *L.* noſtræ *Cantuarienſis* Provinciæ, ubilibet conſtituto. Tibi, de cujus fidelitate, literarum ſcientia, conſcientiæ puritate, morum probitate, & diligentia, plurimum confidimus præſtito prius per te juramento de agnoſcendo Regiam ſupremam poteſtatem in cauſis Eccleſiaſticis & temporalibus, ac de renunciando, refutando, & recuſando omni & omnimodæ Juriſdictioni, poteſtati, auctoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti Parlamenti in ea parte editi, Subſcriptiſque per te tribus illis articulis deſcript. in 36 Capitulo libri conſtitutionum ſive Canonum Eccleſiaſticorum, Anno Dom. 1604. Regia auctoritate editorum & promulgatorum, in hunc modum, *viz.* Primo & tertio articulis integris & ſecundi articuli duobus prioribus membris) licentiam & facultatem noſtras, tenore præſentium concedimus & impertimur, ad noſtrum beneplacitum tantummodo duraturum. Proviſo ſemper, quod Catechiſmum publica auctoritate editum, & nullum alium Catechiſmum Latino ſeu vulgari idiomate ſingulis hebdomadis Diſcipulos tuos, inter alia, publice doceas, & ad Eccleſiam intra cujus Parochiam de tempore in tempus, officium Ludimagiſtri exercebis, ſingulis diebus Dominicis & Feſtivis, cum omnibus diſcipulis tecum cohabitantibus ad conciones & divina audiendum diligenter accedas ac frequentes. Proviſo etiam quod in nullius Recuſanti utriuſque ſectæ ædibus quoſcunque pueros niſi de & cum expreſſo conſenſu noſtro vel Epiſcopi loci, pro tempore exiſtentis ſub manus noſtræ vel illius Epiſcopi ſubſcriptione habito & obtento juxta ſtatuta & conſtitutiones antedict. edit. & proviſ. edoceas aut inſtituas. In cujus rei teſtimonium ſigillum, quo in hac parte utimur, præſentibus apponi fecimus. Dat.

A Licence to eat Fleſh in Lent.

Dilecto nobis in Chriſto *A. B.* Salutem & gratiam. Cum leges ad omnium utilitatem condite, ad ſalutem ſingulorum de rigore ſuo aliquid remittere etiam ipſæ cupiant: Nos, partim ex relatione tua, partim ex aliorum fide dignorum teſtimonio, intelligentes te nonnullis & diutinis

tinis corporis tui infirmitatibus ita affectum fuiſſe & eſſe, Quod piſcium ejus ſanitati corporis tui contrarius & admodum noxius exiſtit, ac propterea ſalutem tuam ex animo exoptantes, permittimus & indulgimus tibi, ut una cum valetudinariis arbitrio tuo eligentis, & ad menſam tuam invitandis, quibuſvis carnibus ad ſalutem tuam conferentibus (exceptis carnibus actu Parliamenti Anno quinto Regni nuper ſereniſſimæ Dominæ noſtræ *Elizabeth* Reginæ in ea parte edito & proviſo, nominatim prohibitis) juxa tenorem & effectum dicti Statuti, & non aliter, neque alio modo, cum debita gratiarum actione quibuſvis diebus & temporibus publice vetitis, integra conſcientia, durante hoc tempore Quadrageſimali tantum veſci poſſis. Proviſo ſemper quod ſobrie id & frugaliter, caute item, juxta edicta & ordinationes Regia auctoritate ſtabilit. & ad evitandum publicum ſcandalum quoad ejus fieri poſſit, tecte non palam facias, nec ad dierum valetudinis tuæ cauſa tibi permiſſum, alios convivas, aliter quam ſuperius eſt expreſſum, admittas. Proviſo etiam quod tales & tantas pecuniarum ſummas Ciſtæ pauperum Parochiæ intra quam habitas quales & quantæ in Statuto in ea parte edito exprimuntur, conferes & numerabis, juxta tenorem dicti Statuti. Quodque omnia & ſingula alia perimplebis & obſervabis quæ in dicto Statuto continentur. In cujus rei teſtimonium, *&c.*

A Qualification for a Chaplain.

OMnibus Chriſti fidelibus, ad quos hoc præſens ſcriptum pervenerit, *A. B.* Salutem in Domino. Noveritis me præfatum *A. B.* recepiſſe & admiſiſſe dilectum mihi in Chriſto Clericum ob ejus vitæ & morum integritatem, ſanamque doctrinam, ac alia virtutum merita quibus eum Deus optimus maximus inſignavit, in Cappellanum meum domeſticum & familiarem. Ipſumque in numerum Cappellanorum meorum domeſticorum, ad effectualiter conſequendum omnia & ſingula privilegia, gratias, libertates, & provenientias Cappellanorum Epiſcoporum, Procerum, & Baronum, hujus Regni *Angliæ*, per Statutum Parliamenti ejuſdem Regni indult. & conceſs. aggregaſſe. Quocirca hoc univerſitati veſtræ atteſtatum & declaratum eſſe volumus per præſentes. In cujus rei teſtimonium ſigillum meum ad arma præſentibus appoſui. Dat.

A ſequeſtration of the Fruits and Profits of a Church, during the vacancy thereof.

GRatis Eccleſiæ Parochialis de *E.* in Comitatu & Dioceſi Dilecto nobis in Chriſto *A.B.* & *C. D.* Gardianis moderSalutem & gratiam. Cum uti ex fide digna relatione accepimus Eccleſiam de *E.* prædict. per mortem naturalem Clerici ultimi incumbentis in eadem, jam vacua exiſtit & Rectore idoneo deficiti, Cujus prætextu dicta Eccleſia Parochialis de *E.* in divinis officiis & aliis requiſitis penitus inofficiat. exiſtit, prout etiam de veriſimili erit in futurum, niſi de celeri remedio in hac parte congrue provideatur. Nos igitur nolentes præmiſſa conniventibus oculis præterire, ſed eis pro officii noſtri debito, quantum in nobis eſt, ſubvenire volentes. Omnes & ſingulos fructus, decimas, redditus, proventus, obventiones, commoditates, & cetera emolumenta Eccleſiaſtica, ad dictam Eccleſiam Parochialem quomodolibet ſpectan. & pertinen. ex officio noſtro duximus ſequeſtrand, & hujuſmodi ſequeſtri noſtri cuſtodiam vobis conjunctim & diviſim committendam juſticia id exigente, prout etiam ſic ſequeſtramus & vobis conjunctim & diviſim committimus per præſentes. Ad publicandum igitur hujuſmodi Sequeſtrationem noſtram, ſic per nos interpoſitam, omnibus & ſingulis quorum intereſt in hac parte; Necnon ad colligendum, levandum, & recipiend. omnes & ſingulos fructus, decimas, obventiones, commoditates, & cætera emolumenta Eccleſiaſtica, quæcunque ad dictam Eccleſiam Parochialem de *E.* quoquo modo ſpectan. & pertinen. eaſque & ea ſic collect. levit. & precept. ſub ſalvo & tuto Sequeſtro cuſtodiend. & conſervand. ac quæ temporis mora de veriſimili futura ſunt deteriora juſto pretio alienand. & venditioni exponend. atque de collectis, levatis, & preceptis hujuſmodi Curæ dictæ Eccleſiæ Parochialis de *E.* in divinis officiis & aliis requiſitis debite deſerviri, ac omnia onera idem Eccleſiæ incumbentia ſupportari faciendum & cauſandum, ac de reſiduo ſic collecto, levato, & precepto, fidele Computum ſive ratiocinium, cum ad hoc congrue fueritis requiſiti, juſte reddendum & faciendum. Cæteraque omnia & ſingula alia faciend. gerend. & expediend. quæ in hac parte de jure neceſſaria fuerint, ſeu quomodolibet opportuna, Vobis conjunctim & diviſim vices & auctoritatem noſtras committimus per præſentes, tantiſper duraturas quoad eas duxerimus relaxandas. In cujus rei teſtimonium.

A Citation of a Clerk in a Benefice or Parſonage.

G. Dilecto nobis in Chriſto *A.B.* Clerico Salutem & gratiam. Ad Rectoriam de in Comitatu & Dioceſi per mortem naturalem *C.D.* Clerici ultimi incumbentis in eadem, jam legitime vacantem; Ad quam per verum & indubitatum ut dicitur Patronum ejuſdem, Nobis præſentatus exiſtis. Te primitus non ſolum de agnoſcendo regiam ſupremam poteſtatem & autoritatem in cauſis Eccleſiaſticis & temporalibus, Ac de renuntiando, refutando, & recuſando omni & omnimodæ juriſdictioni, poteſtati, auctoritati, & ſuperioritati foraneis; Ac de fidelitate & allegiantia eidem Regiæ Majeſtati præſtanda, juxta vim, formam, & effectum Statuti Parliamenti hujus inclyti Regni *Angliæ* in ea parte editi & proviſi, Necnon de legitima & Canonica obedientia nobis, & Ordinario loci pro tempore exiſtenti, in omnibus licitis & honeſtis mandatis per te præſtanda & exhibenda: Verumetiam quod nulla Simoniaca conventione ſeu pravitate interveniente ad dictam Rectoriam de &c. promoveri procuraſti, ſeu te ſciente vel aſſentiente alius quiſpiam procuravit, juxta Canonem in ea parte editum & proviſum. Ad Sancta Dei Evangelia rite juratum; Nec non articulis de quibus in Synodo *London.* communi conſenſu Archiepiſcoporum, Epiſcoporum, & Cleri utriuſque Provinciæ *Cantuarienſis* & *Eboracenſis* conſenſum eſt, Anno Domini, juxta ſtilum Eccleſiæ Anglicanæ, Milleſimo, Quingenteſimo, Sexageſimo Secundo; Nec non tribus articulis in Canonibus Eccleſiaſticis, Anno Domini, Milleſimo, Sexcenteſimo quarto editis, & in triceſimo ſexto Canone eorundem deſcriptis, manu ſua propria coram nobis ſubſcribentem, admittimus. Teque Rectorem ejuſdem, ac in & de eadem, cum ſuis juribus, membris, & pertinentiis univerſis inſtituimus Canonice, & inveſtimus Curam & regimen animarum Parochianorum ibidem tibi in Domino committentes, prout committimus per præſentes, Juribus noſtris Epiſcopalibus & Eccleſiæ noſtræ Cathedralis dignitate & honore in omnibus ſemper ſalvis. In cujus rei teſtimonium Sigillum noſtrum Epiſcopale præſentibus appoſuimus. Dat.

Letters Teſtimonial, upon the Inſtitution.

UNiverſis & ſingulis Chriſti fidelibus præſentes literas noſtras teſtimoniales viſuris, lecturis, & audituris, aut quos infra ſcripta tangunt ſeu tangere poterint, quomodolibet in futurum, *G.* Salutem in domino ſempiternam ac fidem indubiam præſentibus adhiberi. Ad univerſitatis veſtræ deducimus & deduci volumus per præſentes, Quod die dat. præſentium conſtitutus perſonaliter coram nobis *A. B.* Clericus ad Rectoriam de in Comitatu & Dioceſi præſentatus

Articulis

Articulis de quibus in Synodo *Londinenſi* communi aſſenſu Archiepiſcoporum, Epiſcoporum, & Cleri utriuſque Provinciæ Cantuarienſis & Eboracenſis conſenſum eſt, Anno Domini, juxta ſtilum Eccleſiæ Anglicanæ, 1562. Necnon tribus articulis in Canonibus Eccleſiaſticis Anno Dom. 1604. editis & in 36 Canone eorundem deſcriptis, manu ſua propria in præſentia noſtra ante admiſſionem ſuam ad dictam Rectoriam reſpective ſubſcripſit. Ac Poſtea juramentum de Canonica obedientia Nobis & ſucceſſoribus noſtris pro tempore exiſtentibus in omnibus licitis & honeſtis præſtanda & exhibenda. Necnon juramentum de Simonia per eum non commiſſa, ſive perpetrata, prout de procuratione ejuſdē Rectoriæ ad Sancta Dei Evangelia per eum corporaliter tacta & deoſculata, coram nobis præſtitit ac ſubivit, juxta Canonem in ea parte editum. In quorum omnium & ſingulorum præmiſſorum fidem & teſtimonium, præſentes literas noſtras teſtimoniales ſibi exinde fieri, & ſigilli noſtri appenſione muniri fecimus. Dat.

The Condition of a Bond, wherein the Clerk at his Inſtitution, is bound to the Biſhop.

NOverint, &c. Me A. B. *Clericum teneri & firmiter obligari Reverendo Chriſto Patri & Domino Epiſcopo,* &c.

THE Condition of this Obligation is ſuch, That whereas the within named Reverend Father in God Lord Biſhop of hath at the preſentation of admitted and inſtituted the within bounden *A. B.* in and to the Pariſh-Church of in the County of and Dioceſs of If therefore the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, do and ſhall at all times hereafter, and from time to time, defend, ſave, and keep harmleſs the ſaid Lord Biſhop of his Officers, Miniſters, and every of them, from all manner of perſons whatſoever, having, or pretending to have, any Right, Title, or Intereſt, in or to the ſaid Rectory, or Pariſh-Church of aforeſaid, or in the Patronage thereof, for this preſent Vacation. And moreover, if hereafter it ſhall happen, any perſon or perſons, other then the ſaid alleadged Patron, to have any Right, Title, or Intereſt, in or to the ſaid Rectory or Pariſh-Church, or Patronage thereof, for this preſent Vacation, for or by reaſon of any Advowſon, Gift, Grant, or by any other lawful means whatſoever in ſuch ſort that the Patronage thereof ſhall be evicted by order of the Laws of this Realm: That then, and in ſuch caſe, the ſaid *A. B.* Clerk ſhall immediately, after lawful requeſt to him in that behalf to be made, quietly reſign the ſaid Rectory or pariſh-Church of into the hands of the Ordinary for the time being; That then this preſent Obligation to be void and of none effect: or elſe to ſtand and remain in full force and virtue.

A Mandate for Induction.

G. Archidiacono, ſive Officiali, eove abſente, ſeu nolente vel negligente, univerſis & ſingulis Rectoribus, Vicariis, Capellanis, Clericis, & Miniſtris quibuſcunq; per Dioceſin noſtram ubilibet conſtitutis, Salutem. Cum nos Dilectum nobis in Chriſto *A. B.* Clericum, Ad Rectoriam Eccleſiæ Parochial. de in Com. & Dioceſ. per mortem naturalem ultimi incumbentis ibidem; dudum ut dicitur vacantem, ad quam per Patronum ejuſdem nobis præſentatus extitit, admiſerimus, Ipſumq; Rectorem ejuſdem, ac in & de eadem, obſervatis de jure legibus & Canonibus in ea requiſitis & obſervandis, viſtituerimus canonice, & inveſtiverimus cum ſuis viribus & pertinentiis univerſis. Vobis igitur conjunctim & diviſim committimus, ac firmiter injungendo Mandamus, quatenus eundem *A. B.* Clericum, ſeu Procuratorem ſuum legitimum, ejus nomine, & pro eo in realem, actualem, & corporalem poſſeſſionem ipſius Rectoriæ & Eccleſiæ Parochialis de prædict. jurium; & pertinentium ſuorum univerſorum inducatis, inducive faciatis, & inductum defendatis. Et quid in præmiſſis fecerit. Nos, aut Vicarium noſtrum ſpiritualibus generalem, & Officialem principalem, aut alium Judicem, in hac parte competentem, quæcunque debito certificetis, cum ad hoc congrue fueritis requiſiti, ſeu ſic certificet ille veſtrum, qui præſens hoc noſtrum Mandatum fuerit executus, Dat. ſub ſigillo noſtro, &c.

A Reſignation of a Parſonage.

IN Dei nomine Amen. Coram vobis Notario publico, publicaq; & authentica perſona ac teſtibus fide dignis hic præſentibus; Ego *A. B.* Rector & incumbens Eccleſiæ Parochialis de in Com. & Dioceſi Volens & affectans ex certis cauſis & conſiderationibus veris, juſtis & legitimis me in hac parte ſpecialiter moventibus, ab onere, cura & regimine dictæ meæ Rectoriæ de & pertinentiis ejuſdem exui penitus & exonerari; Eandem Rectoriam meam & Eccleſiam Parochialem prædictam, una cum ſuis juribus, membris, & pertinentiis univerſis in manus Reverendi Patris permiſſione Divina Epiſcopi loci illius Ordinarii & Dioceſani, ejuſve Vicarii in Spiritualibus generalis, ſeu alterius cujuſcunque, hanc meam reſignationem admittend. poteſtatem habentis vel habituri, non vi vel metu coactus, nec dolo malo ad id inductus, nec aliqua ſiniſtra machinatione circumventus, ſed ex certa ſcientia, animo deliberato, & ſpontanea voluntate, meis pure, ſimpliciter & abſolute reſigno, ac re & verbo vacuam dimitto; Juri, quoque titulo & poſſeſſioni meis in eadem Rectoria ſive Eccleſia parochiali, una cum ſuis Juribus, membris, & pertinentiis univerſis præhabitis, & hactenus mihi competentibus, omnibus & ſingulis renuncio, eiſdemque cedo, & ab eiſdem recedo totaliter & expreſſe in his ſcriptis.

Letters

Letters of Orders.

TEnore præſentium Nos permiſſione divina Epiſcopus
Notum facimus univerſis, Quod die dominico, viz. die menſis
Anno Domini In Eccleſia de Nos Epiſcopus
antedictus ſacros Ordines Dei Omnipotentis prefidio publice celebrantes, dilectum nobis in Chriſto *A. B.* de vita ſua laudabili & morum & virtutum ſuarum donis nobis in hac parte multifariam commendatum, atque in ſacrarum literarum doctrina & ſcientia ſufficienter eruditum, ac per nos approbatum, ad ſacrum Diaconatus ordinem primo, & deinde eadem die in loco prædicto ad ſacrum Presbyteratus ordine, vigore & auctoritate cujuſdam diſpenſationis ſibi in ea parte factæ & commiſſæ, juxta morem & ritum Eccleſiæ Anglicanæ in hac parte pie & ſalubriter editum & ordinatum; admiſimus & promovebamus: Ipſumq; in Diaconum & ſucceſſive in Presbyterum rite & legitime tunc & ibidem ordinavimus. In cujus rei teſtimonium Sigillum noſtrum Epiſcopale præſentibus appoſuimus. Dat. die, menſe, Anno & loco ſupradictis.

The Form of a Licenſe for Marriage.

GProvidentia divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus. Dilectis nobis in Chriſto *D. C.* parochiæ de *B.* filio naturali & legitimo *J. C.* parochiæ de *J.* generoſo, & *N. O.* puellæ filiæ naturali & legitimæ *B. O.* parochiæ de *M.* noſtræ Cantuarienſis provinciæ, Salutem. Cum vos (uti aſſeritur) ad ſolemnizationem matrimonii veri & legitimi de expreſſo conſenſu aſſenſu parentum & gubernatorum veſtrorum, ac utriuſque veſtrum, procedere decreveritis: Illudque in facie Eccleſiæ cum ea qua fieri poterit matura celeritate ſolemnizari facere & obtinere magnopere deſidereris: Nos volentes ut honeſta hæc veſtra deſideria debitum celerius conſequantur effectum: ut igitur matrimonium hujuſmodi in Eccleſia de *F.* (exprimendo Eccleſiam alterius contrahentium vel patrum aut gubernatorum ſuorum) per Rectorem, Vicarium ſeu Curatum ejuſdem Eccleſiæ Bannis matrimonialibus unica vice tempore ſolemnizationis ejuſdem matrimonii (uti moris eſt) publice editis libere & licite ſolemnizari facere & obtinere poſſitis & valeatis, poſt cautionem fidejuſſoriam ſufficientem ex parte veſtra interpoſitam, juxta Conſtitutiones auctoritate Regia editas, dummodo vobis ratione conſanguinitatis affinitatis, precontractus vel alterius cauſæ cujuſcunq; de jure prohibitæ nullum legitimum in ea parte obſtiterit impedimentum, nec ulla lis, controverſia ſeu querela mota ſit vel pendeat coram aliquo Judice Eccleſiaſtico vel civili, de matrimonio aliquo contracto vel allegato cum alterutro veſtrum, & Miniſtro Eccleſiæ prædictæ prius conſtiterit vos ad

 hujuſ-

hujuſmodi accedere, de & cum expreſſo conſenſu parentum, vel gubernatorum veſtrorum, ac modo Matrimonii hujuſmodi celebratio publice in Eccleſia de *F.* prædict. fiat inter horas octavam & duodecimam antemeridianas. Abſque tamen præjudicio Miniſtri Eccleſiæ de *M.* ubi dicta *N.O.* parochiana exiſtit Licentiam & facultatem tam Vobis contrahentibus, quam Rectori, Vicario, aut Curato Eccleſiæ prædict. deſinatæ Matrimonium hujuſmodi inter vos ſolemnizandi ſub modo & forma ſuperius ſpecificatis, juxta ritus Libri publicarum precum auctoritate Parliamenti in ea parte editi & ſtabiliti. Necnon omnibus aliis Chriſti fidelibus eidem ſolemnizationi intereſſendi ex certis cauſis legitimis & rationalibus per nos approbatis quatenus in nobis eſt, & Jura Regni patiuntur in hac parte, benigne concedimus & impertimur per præſentes. Proviſo ſemper, quod ſi alteruter veſtrum clarioris, aut illuſtrioris conditionis ſit, quam nobis ſuggeſtum eſt & quem ex cognomine & additamento in his literis inſertis colligi facile poteſt, aut ſi aliqua fraus in poſterum appareat vel falſitatis nobis ſuggeſtæ, vel ſuppreſſæ veritatis tempore hujus Licentiæ obtentæ, tunc hæc Licentia noſtra irrita ſit ad omnem Juris effectum, ac ſi omnino conceſſa non fuiſſet. Et eo caſu inhibemus quibuſvis Miniſtris (modo præmiſſorum aliquid eis innotuerit) ne ad ſolemnizationem dicti Matrimonii procedant, niſi nobis aut vicario noſtro in ſpiritualibus generali prius conſultis. In cujus rei teſtimonium, &c.

Si utraque pars contrahens in viduitate exiſtens ad ſecundas nuptias convolare facultatem petat, tunc omnes Clauſulæ parentum conſenſum requirentes omitti poſſunt, ſed Parochiæ utriuſque contrahentis in Licentia exprimendæ ſunt ac Parochia ubi Matrimonium celebrabitur deſignanda.

The Form of a Bond.

NOverint univerſi per præſentes nos, teneri & firmiter Obligari Reverendiſſimo in Chriſto Patri ac Domino, &c. in ducentis libris legalis monetæ Angliæ, &c. Ad quam quidem ſolutionem obligamus nos & utrumque noſtrum, &c. Sigillis noſtris ſigillat. Dat. &c.

THe Condition of this Obligation is ſuch, That if hereafter there ſhall appear any lawful let or impediment, by reaſon of any Pre-Contract, Conſanguinity, Affinity, or any other lawful means whatſoever, but that [*here are named the parties to be married together*] may lawfully ſolemnize Marriage together, and in the ſame afterwards lawfully remain and continue like Man and Wife, according to the Laws in that behalf provided. And moreover, if there be not at this preſent time any Action, Suit, Plaint, Quarrel, or Demand, moved or depending, before any Judge Eccleſiaſtical or Temporal, for or concerning any ſuch lawful Impediment, between the ſaid Parties: Nor that either of them be of any better Eſtate or Degree, than to the Judge, at the granting of the Licenſe, is ſuggeſted: Nor that the ſame Marriage be celebrated, without the conſent of their reſpective Parents, Tutors, or Governours.

Laſtly,

Laſtly, If the ſame Marriage ſhall be openly ſolemnized in the Church, in the Licenſe ſpecified, between the hours appointed, in the Conſtitutions Eccleſiaſtical confirmed, and according to the Form of the Book of Common-Prayer, now by Law eſtabliſhed; That then this Obligation to be void, and of none effect; or elſe to ſtand in full force and vertue.

The Form of a Probate for a Will, in the Prerogative Court.

TEnore præſentium, nos *G.* Providentia Divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus: Notum facimus univerſis, Quod die menſis Anno Domini apud *London.* coram venerabili viro legum Doctore, Curiæ noſtræ Prerogativæ Cantuarienſis Magiſtro, Cuſtode ſive Commiſſario legitime conſtituto. Probatum, approbatum & inſinuatum fuit Teſtamentum nuper Parochiæ de in Com. & Dioceſeos noſtræque Cantuarienſis Provinciæ, defuncti, præſentibus annexum, habentis dum vixit & mortis ſuæ tempore bona, jura ſive Credita in diverſis Dioceſibus ſive Juriſdictionibus intra Provinciam noſtram Cantuarienſem. Cujus obtentu ipſius Teſtamenti approbatio & inſinuatio, adminiſtrationiſque omnium & ſingulorum bonorum, jurium & Creditorum antedicti defuncti commiſſio. Necnon Computi, calculi ſive ratiocinii adminiſtrationis hujuſmodi auditio finaliſque liberatio ſive demiſſio ab eadem ad nos ſolum & in ſolidum, & non ad alium nobis inferiorem Judicem, notorie dignoſcuntur pertinere. Et commiſſa fuit adminiſtratio omnium & ſingulorum bonorum, jurium & Creditorum, dictum defunctum & ejus Teſtamentum qualitercunque concernentium Executori in hujuſmodi Teſtamento nominato primitus de bene & fideliter adminiſtrando eadem, ac de pleno & fideli Inventario omnium & ſingulorum bonorum, jurium & Creditorum dicti defuncti conficiendo, & illud in Curia Prærogativæ noſtræ Cantuarienſis ſecundo die poſt feſtum proxime futurum exhibendo. Necnon de plano & vero Computo, Calculo ſive ratiocinio inde reddendo ad ſancta Dei Evangelia jurato. Dat. die, menſe, Anno Domini & loco ſupradictis. Et noſtræ tranſlationis anno.

The Form of an Adminiſtration.

G Providentia Divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus, dilectæ nobis in Chriſto *A. B.* relictæ *R. B.* nuper de in Comitatu & Dioceſi noſtræque Cantuarienſis Provinciæ, defuncti. Cum idem *R.* ſic ut præmittitur defunctus, habens dum vixit & mortis ſuæ tempore bona, jura ſive Credita

in diverſis Dioceſibus ſive Juriſdictionibus jam nuper ab inteſtato deceſſit, Cujus prætextu omnium & ſingulorum bonorum, jurium & Creditorum dicti defuncti plenariæ diſpoſitio, adminiſtrationiſque eorundem commiſſio. Necnon Computi, Calculi ſive ratiocinii adminiſtrationis hujuſmodi auditio finaliſque liberatio ſive dimiſſio ab eadem, ad nos ſolum & in ſolidum & non ad alium nobis inferiorem Judicem notorie dignoſcuntur pertinere. Nos affectantes ut bona, jura & Credita dicti defuncti bene & fideliter adminiſtrentur, ac in pios uſus convertantur & diſponantur, Ad adminiſtrandum igitur bona, jura & Credita dicti defuncti ac bene & fideliter diſponendum de iiſdem; Necnon Credita quæcunque dicti defuncti petendum, colligendum, levandum & exigendum quæ ad eundem defunctum dum vixit & mortis ſuæ tempore pertinuerunt, ac de ſolvendo æs alienum in quo dictus defunctus hujuſmodi mortis ſuæ tempore extitit obligatus, quatenus bona, jura & Credita ſua hujuſmodi ad huc extendat juxta ratam eorundem, tibi, de cujus fidelitate in hac parte confidimus, primitus de bene & fideliter adminiſtrando eadem, ac de pleno & fideli Inventario omnium & ſingulorum bonorum, jurium, & Creditorum hujuſmodi conficiendo. Et illud in Curiam Prerogativæ noſtræ Cantuarienſis ſecundo die poſt feſtum proximo futurum exhibiendo; Necnon de plano & vero Computo, Calculo ſive ratiocinio ſecundo die poſt feſtum reddendo, ad ſancta Dei Evangelia rite & legitime jurato, Plenam tenore præſentium committimus poteſtatem. Teque adminiſtratricem omnium & ſingulorum bonorum, jurium, & Creditorum hujuſmodi ordinamus, deputamus & conſtituimus per præſentes. In cujus rei teſtimonium Sigillum Curiæ noſtræ Prorogativæ Cantuarienſis præſentibus apponi fecimus. Dat.

The Form of a Quietus eſt.

NOverint univerſi per præſentes, Quod nos *G.* providentia divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus: Quia invenimus *A.B.* Adminiſtratorem omnium & ſingulorum bonorum, jurium, & Creditorum *R.W.* nuper de in Comitatu & dioceſi noſtræque Cantuarienſis provinciæ, defuncti habentis dum vixit, & mortis ſuæ tempore, bona, jura, & credita dicti defuncti, quæ ad manus & poſſeſſionem ſuas pervenerunt, bene & fideliter adminiſtraſſe; Necnon Computum, Calculum ſive ratiocinium, per eum habitæ & factæ, preſentibus annexum, juxta vires Inventarii eorundem, per eum in hanc Curiam exhibiti, & penes Regiſtrum hujus Curiæ remanentis, bene & fideliter etiam reddidiſſe. Dictum igitur Adminiſtratorem ab omni ulteriori Computo, Calculo, ſive ratiocinio in hac parte uteunque reddendendo, quatenus noſtrum concernit officium, dummodo de dolo vel fraude minime convinci poterit, abſolvimus, & ſalvo jure cujuſcunque finaliter demittimus, per preſentes. In cujus rei teſtimonium Sigillum Curiæ noſtræ Prerogativæ Cantuarienſis, quo in hac parte utimur, præſentibus apponi fecimus Dat. London.

The

The Grant of an Advowſon of a Beneſice.

OMnibus Chriſti fidelibus, ad quos præſens Scriptum pervenerit, *J.B.* de verus & indubitatus Patronus Rectoriæ & Eccleſiæ Parochialis de *in* Comitatu & Dioceſi. Salutem in Domino. Noveritis me præfatũ *J.B.* pro diverſis bonis & rationalibus cauſis & conſiderationibus, me & animum meum in hac parte ſpecialiter moventibus, dediſſe, conceſſiſſe & confirmaſſe, & per præſentes pro me Hæredibus Executoribus, & Adminiſtratoribus meis Dare, concedere, & confirmare *T.P.* de Executoribus, Adminiſtratoribus & Aſſignatis ſuis, primam & proximam advocationem, nominationem, præſentationem, liberam diſpoſitionem, & jus Patronatus ejuſdem Rectoriæ & Eccleſiæ Parochialis de prædict. Habendum, tenendum, & gaudendum præfatam primam & proximam advocationem, nominationem, præſentationem, liberam præſentationem, & jus Patronatus ejuſdem Rectoriæ & Eccleſiæ Parochialis de prædictæ, eidem *T. P.* Executoribus, Adminiſtratoribus, & Aſſignatis ſuis, pro unica prima & proxima vacationis vice tantum, poſt datam præſentium. Ita quod quandocunque & qualitercunque per mortem, reſignationem, ceſſionem, dimiſſionem, renunciationem, permutationem, amotionem, privationem, ſive alio quocunque modo, Eccleſiam hujuſmodi vacare contigerit, proximo, ut præfertur, poſt datam præſentium, bene liceat & licebit eidem *T. P.* Executoribus, Adminiſtratoribus, vel Aſſignatis ſuis pro hac unica prima & proxima vacationis vice tantum, ad dictam Eccleſiam parochialem, cum ſuis juribus, membris, & pertinentiis univerſis, quamcunque perſonam habilem & idoneam loci illius Ordinario & Dioceſano, vel alii Judici in ea parte competenti cuicunque, nominare & præſentare, abſque obſtaculo, contradictione, & impedimento mei *J.B.* prædicti, hæredum, Executorum vel Adminiſtratorum meorum. Cæteraque omnia & ſingula faciend. & exercend. in ea parte quæ neceſſaria fuerint, ſeu quomodolibet opportuna, adeo plene, quiete, pacifice, libere & effectualiter, quatenus ad nos patronatus *J.P.* Hæredes, Executores, & Adminiſtratores mei potuiſſemus, ſic hæc præſens mea conceſſio facta non fuiſſet. Ita quod poſt primam nominationem, donationem, & preſentationem hujuſmodi, libera diſpoſitio, & jus Patronatus prædict. ad me & hæredes meos extunc remaneat & revertatur, atq; præſens Scriptum pro nullo habeatur. In cujus rei teſtimonium, &c.

A Preſentation.

REverendo in Chriſto Patri & Domino, Domino *J.* permiſſione Divina *L.* Epiſcopo, veſtrove in ſpiritualibus generali, aut alii cuicunque; hanc meam præſentationem habenti, vel habituro, *A.B.* de verus & indubitatus

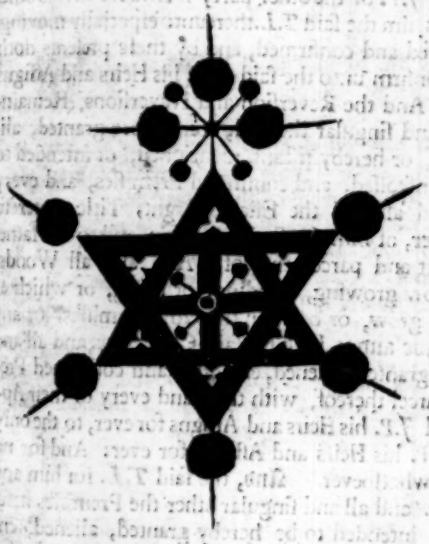
bitatus Patronus *R.* ſive Eccleſiæ parochialis de in Comitatu veſtræ Dioceſeos, omnimodum reverentiam & obedientiam tanto Reverendo Patri debitam & condignam. Ad dictam *R.* ſive Eccleſiam parochialem de prædict. per mortem naturalem *C. D.* Clerici, ultimi Incumbentis in eadem, jam legitime vacantem, & ad meam preſentationem pleno jure ſpectantem, dilectum mihi in Chriſto *E.F.* Clericum veſtræ Reverendi paternitati harum ſerie præſento, Humiliter rogans quatenus eundem *E. F.* ad dictam *R.* ſive Eccleſiam parochialem admittere, Ipſumque Rectorem ejuſdem ac in & de eadem inſtituere Canonice, & inveſtire, cum ſuis juribus, membris, & pertinentiis univerſis; Cæteraque omnia & ſingula alia peragere & perimplere, quæ veſtro in hac parte incumbunt officio Paſtorali velitis cum favore & effectu. In cujus rei teſtimonium Sigillum meum ad arma præſentibus appoſui. Dat.

A Collation of a Prebend.

A Permiſſione Divina *L.* Epiſcopus, Dilecto nobis in Chriſto *B.C.* Clerico Salutem & gratiam. Prebendam ſive Canonicatum de *D.* in Eccleſia noſtra Cathedrali de *L.* fundatam per mortem naturalem ultimi Prebendarii ejuſdem jam vacantem, & ad noſtram Collationem, Donationem, liberamque diſpoſitionem jure Epiſcopatus noſtri prædicti ſpectantem; Tibi præfato *B.C.* primitus non ſolum de agnoſcendo ſupremam Regiam poteſtatem in cauſis Eccleſiaſticis & temporalibus, ac de renuntiando omni & omnimodæ Juriſdictioni, authoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti in ea parte editi & proviſi; Necnon de legitima & Canonica obedientia nobis, & ſucceſſoribus noſtris, in omnibus licitis & honeſtis Mandatis, per te præſtanda & exhibenda, juxta conſtitutiones in ea parte editas & proviſas, ac de obſervando Statuta & ordinationes, ac laudabiles conſuetudines Dictæ Eccleſiæ Cathedralis, quatenus ſe ratione Dictæ Prebendæ ſive Canonicatus concernunt, ad ſancta Dei Evangelia rite & legitime jurato, conferimus. Teque ad & in eandem Prebendam ſive Canonicatum per præſentes inſtituimus legitime, & Canonice inveſtimus cum ſuis juribus, membris, & pertinentiis univerſis: Stallumque in choro Eccleſiæ Cathedralis prædictæ ad eandem ſpectans & pertinens, ac eidem hactenus aſſignari ſolitum & conſuetum, vocemque Capitulo tibi harum ſerie limitamus & aſſignamus, Juribus noſtris Epiſcopalibus & Eccleſiæ noſtræ Cathedralis prædictæ conſuetudinibus, Dignitate, & honore in omnibus ſemper ſalvis & reſervatis. In cujus rei teſtimonium, &c.

An antient Reſignation with the Notaries Mark.

Venerabilibus & diſcretis viris, Decano & Capitulo Eccleſiæ Sancti Pauli London. ſuus humilis & devotus *J.* de *F.* perpetuus vicarius Eccleſiæ Sancti Egidij extra Cripplegat London. Obedientiam reverentiam. & honorem a cura, & onere vicariæ meæ prædict. cupiens exonerari eandem Vicariam, cum omnibus ſuis juribus & pertinentiis univerſis in veſtras manus reverendas, pure, ſponte, ſimpliciter & abſolute reſigno, omnique juri mihi in ea ut ad eam qualitercunque competenti renuncio per preſentes; In cujus rei teſtimonium, preſentes literas per Johannem de *S.* notarium publicum infra ſcriptum ſcribi & publicari mandamus, meique ſigilli feci munimine roborari. Sig. & dat. apud London. in Capitulo Eccleſiæ ſancti Pauli ſcilicet Anno Domini 1325. Indictione octava Pontificatus ſanctiſſimi, patris & Domini noſtri Domini Johannis divina providentia Papæ xxii. Anno nono menſis Aprilis die xxi. Preſentibus Magiſtro Johanne de Shordich, Doctore juris civilis, Domino Thoma de Clare, Rectore Eccleſiæ de Alynton Roff dioceſ. Waltero, de Weſton, & Johanne Henrici de Slymdon Clericis & aliis Teſtibus ad premiſſa vocatis ſpecialiter & rogatis.



Ego Johannes de Slymdona Coventr. & Lich. Dioceſ. publicus Apoſtolica authoritate Notarius ſupra ſcript. Reſignationi & renunciationi ac dicti ſigilli appoſitioni per dictum Dominum Johannem ut premittitur, factis ſinguliſque permiſſis una cum teſtibus ſuperius, Annotat. Anno Indictione Pontificatu menſe die & loco ſupra ſcriptis preſens interfui, eaque omnia & ſingula de mandato ejuſdem Domini Johannis, ſcipſi & in hanc publicam formam redegi, meoque ſigno conſueto ſignavi rogat. in teſtimonium omnium præmiſſorum.

FEOFFMENTS.

A Feoffment towards the performance of the Covenant of further Assurance in an Indenture of Bargain and Sale, with a Letter of Attorney in the same to deliver Seisin.

Short recital of the Covenant.

THis Indenture Tripartite, made the, &c. Between *T. L.* of the first part. *J. P.* of the 2d. part; and *J. H.* of the 3d. part, Witnesseth, That the said *T. L.* towards the performance of the Covenant of further Assurance, contained, specified, and declared, in one Indenture of Bargain and Sale, of the Lands, Tenements, and Hereditaments, herein after mentioned, bearing date, &c. and made between the said *T. L.* of the one party, and the said *J. P.* of the other party; And for divers other good causes and considerations him the said *T. L.* thereunto especially moving,

Grant.

hath granted, aliened, enfeoffed and confirmed, and by these presents doth grant, alien, enfeoffe, and confirm unto the said *J. P.* his Heirs and Assigns for ever, all that Close, &c. And the Reversion and Reversions, Remainder and Remainders, of all and singular the said, &c. before granted, aliened, enfeoffed, or confirmed, or hereby meant, mentioned, or intended to be hereby granted, aliened, enfeoffed, and confirmed Premisses, and every part and parcel thereof. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *T. L.* of, in, and to the same, and of, in, and to every part and parcel thereof: And also all Woods, Under-Woods, and Trees now growing, standing, or being, or which at any time hereafter shall stand, grow, or be upon the same Premisses, or any part or parcel thereof, To have and to hold the said Closes, &c. and all and

Habend.

singular the Premisses hereby granted, aliened, enfeoffed, and confirmed Premisses, and every part and parcel thereof, with their and every of their Appurtenances, unto him the said *J. P.* his Heirs and Assigns for ever, to the only and proper use of, the said *J. P.* his Heirs and Assigns for ever: And for no other use, intent or purpose whatsoever. And, the said *T. L.* for him and his Heirs, the said Closes, &c. and all and singular other the Premisses hereby granted or mentioned, or intended to be hereby granted, aliened, enfeoffed, and confirmed, with their and every of their Appurtenances, unto the said *J. P.* and his Heirs, unto the use of the said *J. P.* his Heirs and Assigns, against him the said *T. L.* and his Heirs, shall and will

Warranty.

for

for ever warrant and defend by theſe preſents: And to the end, intent and purpoſe, that the Eſtate in and by this preſent Indenture granted, may be fully executed, according to the true intent and meaning of theſe Preſents; The ſaid *T. L.* hath nominated, conſtituted, ordained, and appointed, and in his place and ſtead put, and by theſe Preſents doth nominate, conſtitute, ordain, appoint, and in his place and ſtead put, the ſaid *J. H.* his true and lawful Attorney, and by theſe preſents doth give and grant unto the ſaid *J. H.* his ſaid Attorney, full power and Authority for him, and in his name and ſtead, into all and ſingular the ſaid Cloſes, &c. and Premiſſes herein before meant, mentioned, or intended to be hereby aliened, enfeoffed, and confirmed, and into every, or any part or parcel thereof, in the name of the whole, to enter, and quiet and peaceable poſſeſſion and Seiſin thereof, or of any part or parcel thereof, in the name of the whole to take and receive: And after peaceable poſſeſſion thereof had taken as aforeſaid, to deliver quiet and peaceable poſſeſſion and Seiſin thereof, or of any part or parcel thereof, in the name of the whole to the ſaid *J. P.* his Heirs or Aſſigns, or to his or their lawful Attorney or Attorneys, ſufficiently authorized to receive and take the ſame, and him or them to leave in the quiet and peaceable poſſeſſion thereof, according to the true intent and meaning of theſe preſents. And the ſaid *T. L.* doth hereby allow of, ratifie and confirm whatſoever the ſaid *J. H.* his ſaid Attorney, ſhall lawfully do, or cauſe to be done, in and about the Premiſſes, by virtue of theſe preſents, to be as good, effectual and available in the Law, to all intents and purpoſes whatſoever, as if he the ſaid *T. L.* had done the ſame in his own perſon, or had been preſent at the doing thereof: In Witneſs, &c.

Letters of Attorney to deliver Seiſin.

The Indorſement of Livery of Leiſin given by the Attorney to the Feoffee.

Memorand: *That full and peaceable poſſeſſion and Seiſin, of all and ſingular the Lands, Tenements and Hereditaments within granted, or mentioned to be granted, was had and taken by the within named* J. H. *for and in the name of the within named* T. L. *And alſo for, and in the name of the within named* T. L. *delivered by the ſaid* J. H. *unto the within named* J. P. *according to the Authority within given; To hold to him the ſaid* J. P. *his Heirs and Aſſigns, according to the form and effect within written; In the preſence of*, &c.

A Feoffment of Land for performance of a Will, and after to the use of a mans Children, with a Proviſo to defeat the Deviſe, if the Feoffor will: Penned by very good Councel.

THis Indenture, made, &c. between the Right Honorable *W.* Viſcount *H.* &c. on the one part, and the Right Honorable *A.* Lord *G.* Sir *P. C.* Kt. *T. W.* &c. on the other part, Witneſſeth, That the ſaid Viſcount, for and in *Conſideration.* conſideration of the Fatherly good will and affection which the Viſcount beareth towards *R.* and *W.* the two Sons of the ſaid Viſcount, and for the advancement and preferment of the ſaid *R.* and *W.* and the Heirs-males of their Bodies lawfully to be begotten, and for the advancement and preferment of the Heirs-males of the body of the ſaid Viſcount *H.* lawfully to be begotten, and for the conſiderations hereafter in theſe preſents expreſſed, *Grant.* hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, &c. to the ſaid *A.* Lord *G.* &c. all thoſe his Mannors of *W. L. M. P.* and *B.* in the County of *H.* &c. and two parts of the Mannors of *N. V.* &c. in the County of *L.* with all and ſingular Liberties, Courts, Views of Frank-pledge, Fairs, Commodities, Franchiſes, Priviledges, Juriſdictions, Preheminences, Emoluments and Appurtenances whatſoever, to or with the ſaid Mannors, Lands, Tenements or Hereditaments belonging, uſed or enjoyed, or in the ſame or any of them, or any part or parcel thereof, iſſuing, ariſing, happing, uſed, or exerciſed; To have and to hold, as well all and ſingular the ſaid Mannors, Lands, Tenements and Hereditaments which were before ſpecified, to be entirely granted: As alſo the ſaid two parts of the ſaid Mannors, Lands, Tenements and Hereditaments, [whereof the two parts only are ſpecified to be granted.] And all other the Liberties, Preheminences, Franchiſes, Juriſdictions, Commodities, and other the Premiſſes whatſoever, with all and ſingu- *The uſes.* lar the Appurtenances thereof to the ſaid *A.* Lord *G.* &c. and their Heirs for ever, to the uſe and behoof of the ſaid Viſcount, for term of his life, without impeachment of Waſt, and after the deceaſe of the ſaid Viſcount, and during the time that the ſaid *R. D.* Son and now Heir-apparent of the ſaid Viſcount, or any other, being Heir of the ſaid Viſcount, ſhall be under the age of 22. years, and until ſome Heir of the ſaid Viſcount ſhall have accompliſhed the full age of 22 years, to the uſe of the ſaid *A.* Lord *G.* &c. and the Survivors and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, to the intent and purpoſe, that the ſaid *A.* Lord *G.* &c. and the Survivors and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, ſhall take, perceive, levy, poſſeſs, uſe and enjoy the Rents, Iſſues, Profits, Revenues, Commodities and Emoluments, of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the Premiſſes, with the Appurtenances, and the ſame imploy during ſuch minority and minorities, as is aforeſaid, for and towards the performance, payment,

ment, and ſatisfying of all the Legacies and Bequeſts of money, Annuities of Years, and Debts of the ſaid Viſcount, to be mentioned in the Teſtament and laſt Will of the ſaid Viſcount, according to the Tenor, Purport and true meaning of the ſaid Viſcount, in his ſaid Teſtament and laſt Will to be declared, and to the uſe and intent that the ſaid Feoffees, and the Survivors and Survivor of them, and their Heirs, ſhall with the Profits, Revenues, Commodities, Iſſues, and Emoluments, coming, growing, and ariſing, of, and in all and ſingular the ſaid Lordſhips, &c. beſtow diſburſe, and expend from time to time, the competent and neceſſary charges in the Law, and otherwiſe, for the defence and maintenance of the poſſeſſion and Title, of all and ſingular the Premiſſes, and every or any part thereof, and for the reparations and defence of the Buildings, Edifices, Houſes and Severals, in and upon the Premiſſes, or any part thereof, from time to time, neceſſary, meet, and competent to be diſburſed and expended, until ſuch time as the Legacies, Debts and Bequeſts of the ſaid Viſcount, to be mentioned in his ſaid Teſtament, ſhall be performed, and until ſome Heir of the ſaid Viſcount, ſhall have accompliſhed the full age of twenty two years, and after ſatisfaction of the ſaid Legacies, Debts and Annuities, and for the Surpluſage that ſhall ſurmount the ſame Debts, Legacies and Annuities, and other the charges aforeſaid ſatisfied. to the intent that the ſaid *A.* Lord *G.* &c. ſhall imploy and ſuffer the Premiſſes and ſurpluſage thereof, to go, remain and come to the uſe, profit, and benefit of the Heir of the ſaid Viſcount, and after the ſaid *R. D.* being Heir of the ſaid Viſcount, or other Heir of the ſaid Viſcount, ſhall accompliſh the full age of twenty two years, that then the ſaid *A.* Lord *G.* &c. and their Heirs, ſhall ſtand and be ſeized of, and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid *R. D.* and the Heirs-males of his Body lawfully begotten; And for default of ſuch Heir-male of the Body of the ſaid *R. D.* lawfully begotten, to the uſe and behoof of the ſaid *W. D.* ſecond Son of the ſaid Viſcount, and the Heirs-males of his Body lawfully begotten: And for default of ſuch Heir-male of the Body of the ſaid *W. D.* lawfully begotten to the uſe and behoof of the Heirs-males of the body the ſaid Viſcount lawfully begotten, and to be begotten, and for default of ſuch Heirs, to the uſe of the Heirs of the body of the ſaid Viſcount, and for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *R. D.* for ever. **Provided always**, and the true meaning, uſe and intent of theſe preſents is, That if the ſaid Viſcount, at any time hereafter, during his life-time, ſhall demiſe, grant, or leaſe the ſaid Mannors, &c. or any part or parcel thereof by his Deed indented under his Seal, and with ſubſcription of his name, with his own proper hand, for term of any year or years, life or lives, that then, and immediately from and after every ſuch Leaſe, Demiſe and Grant, or ſuch Leaſes, Demiſes or Grants, ſo to be made by the ſaid Viſcount. The ſaid *A.* Lord *G.* &c. and their Heirs, ſhall ſtand and be ſeized, of and in the ſaid Mannors, &c. ſo to be leaſed or granted, to the uſe and behoof of the ſame Leſſees and Grantees, and every of them, and of their Executors, Adminiſtrators and Aſſigns, during the term and ſpace mentioned in the ſame ſeveral Leaſes, Grants and Demiſes ſo to be made, according to the tenor, form and effect of the ſame Leaſe, Grant, or Demiſe,

Proviſion if the Feoffor makes Leaſes, the Feoffees to ſtand ſeized to the uſe of the Leſſees.

miſe, Leaſes, Grants or Demiſes, ſo that the yearly Rent or Rents mentioned or reſerved by the ſaid Viſcount, in ſuch Leaſe, Demiſe or Grant, Leaſes, Demiſes or Grants, be yearly paid to the ſaid Viſcount, during his natural life, and after his deceaſe, to ſuch perſon or perſons, as by the purport and true meaning of theſe preſents ought to have the reverſion or remainder, reverſions or remainders of the Lands, Tenements, or Hereditaments ſo to be leaſed or granted, within the ſpace of twenty days next after reaſonable requeſt to be made for the payment thereof; And ſo that the ſame Leſſees and Grantees, their Executors, Adminiſtrators and Aſſigns, do well and truly perform the Conditions to be compriſed in the ſaid Indenture, or Indentures of their ſaid ſeveral Demiſes or Grants, according to the effect and true meaning of the ſame Indenture or Indentures. And that the ſaid *A.* Lord *G.* &c. ſhall ſtand and be ſeized of the Reverſion or Remainder, Reverſions or Remainders, of the Mannors, Lands, Tenements, or Hereditaments, ſo to be leaſed or granted during the continuance of the ſame Leaſes or Grants, and after the determination thereof, then alſo of the ſaid Mannors, &c. ſo leaſed or granted to ſuch uſes and intents, as they the ſaid *A.* Lord *G.* &c. ſhould have, ſtand, or been thereof ſeized, by the purport and true meaning of theſe preſents, if no ſuch Leaſe or Grant had been thereof made. And that of and for ſuch Eſtate and Eſtates, in ſuch order and degree with the ſame Remainders, and in ſuch manner and form to all intents and purpoſes as they ſhould have, ſtand, or been thereof ſeized, by the purport and true meaning of theſe preſents, if no ſuch Leaſe or Grant had been thereof had or made. Here a Letter of Attorney cometh into certain perſons, made for the Livery of Seiſin to the Feoffees. After followeth a Proviſo, that if the Viſcount by his Writing, ſigned and ſealed in the preſence of three Witneſſes, ſhall repeal, and determine, or declare to be determined, all or any the uſes aforeſaid, or of the Premiſſes, or any part thereof, that then and from thenceforth, the ſaid uſes ſo to be determined, or declared to be repealed for all ſuch Lands, and the uſes thereof ſo to be declared and determined, ſhall be void and of none effect. And that then the Feoffees ſhall thereof ſtand ſeized to the Viſcounts uſe and his Heirs. Then followeth a Covenant on the Viſcount his part, That if the Eſtate of the Premiſſes be not effectually conveyed from him by force of this Grant to the ſaid Feoffees, to the Uſes before ſpecified on this ſide the laſt day of *O.* now next coming, that then and from thenceforth, the Viſcount and his Heirs, and all other to be ſeized of the Premiſſes, ſo not ſufficiently conveyed, ſhall be thereof ſeized to the uſes above ſpecified, and to ſuch Uſes, and with ſuch Remainders, as the ſaid Feoffees or Survivor of them ſhould have, ſtand ſeized thereof, by the purport of theſe preſents, in caſe the Eſtate thereof had been perfectly aſſured to them, or any of them, according to the true intent and meaning of theſe preſents. In Witneſs whereof, as well the ſaid Viſcount, as the ſaid Feoffees to every part of theſe Indentures Tripartite, have ſet their ſeveral Seals, &c.

The Feoffee to ſtand ſeized of the Reverſion to ſuch uſes as the ſame were appointed, if no Leaſe ſhould have been made.

Power of Revocation.

If the premiſſes be not effectually conveyed before, &c. all perſons then ſeized, to be ſeized to the uſes in theſe preſents.

A Note of one of the Liveries of Seisin, with the Attornment of the Tenants of one of the Mannors.

MEmorandum, That the 15th day of *J.* in the 14th year, &c. Livery of Seisin was delivered and given by *W. W.* one of the Attorneys mentioned in the Indentures hereunto annexed, of, in and upon the Lands of the Ferm of *G.* parcel of the Mannor of *T.* mentioned in the said Indentures, and also of, in and upon the Mannor-house and Demesne Lands of *T.* (by the Assent of *J. P.* Lessee for years of the same saving his Term) and also of in and upon the Copy-woods called *T.* Park, to *R. B.* one of the Feoffees contained in the said Indentures, and for and in the name of the said Mannor of *T.* with the Appurtenances, and all other the Lands, Tenements, and Hereditaments, mentioned in the said Indentures, situate, and being within the said County, and in the name and behalf of all the Feoffees, mentioned in the said Indentures. And the Tenants of the said Mannors, whose names are immediately Under-written, being present at the same Execution; and hearing the said Indentures read, did attorn, and fully assent to the same, according to the Tenor, Purport, Intent, and Uses mentioned in the same Indentures.

A.D. } *G. H.*
C.D. } *I. K.*
E. F. } *L. M.*

THE Viscount himself did make some of the other Liveries of the other Land to one the Feoffees, in stead of the first of them, and Attornment was every where made.

A Deed of Feoffment wherein several Indentures are recited.

THis Indenture made the, &c. day of, &c. in the year of our Soveraign Lord, &c. King of, &c. between *T. E.* of *W.* in the County of *S.* Esq; of the one part, and *E. F.* of *W.* in the County of *L.* Clerk, and *C.* his wife of the other part: Witnesseth, That whereas it appeareth by an Indenture Tripartite, bearing date, &c. in the Reign, &c. That the honourable and loving Friends, and other the Council Learned, of the Right Honorable Ladies *A. F.* and *C.* Daughters and Co-heirs of the Right Honorable *F.* Earl of *D.* deceased, did think meet, and so agreed for, and on the part and behalf, as well of the Right Honorable *A.* Co. of *D.* now Wife unto the Right Honorable Sir *T. E.* Knight, late Wife of the said *F.* as of the part and behalf of the said

ſaid Lady *A. F.* and *C.* her Daughters, to accept from the Right Honourable *W.* now Earl of *D.* amongſt divers other Mannors, Lands and Hereditaments, the Meſſuage, Lands, Tenements and Hereditaments in *S.* in the ſaid County of *L.* hereafter in theſe preſents mentioned, to be lawfully and ſufficiently conveyed and aſſured to Sir *T.L.* of *S.* in the County of *W.* Knight and *T.S.* of *C.* in the ſaid County of *W.* Eſq; their Heirs and Aſſigns, to the intent and purpoſe, That they the ſaid Sir *T.L.* and *T.S.* their Heirs and Aſſigns, ſhould ſell the ſame for the benefit of the ſaid *A.F.* and *C.* And whereas by the ſaid Tripartite Indenture, and other good, lawful, and ſufficient Conveyance and Aſſurance in the Law, mentioned to be made by the ſaid recited Indenture, The ſaid Meſſuages, Lands, Tenements and Hereditaments in *S.* aforeſaid were, amongſt other things conveyed, limited and aſſured to the ſaid Sir *T.L.* and *T.S.* their Heirs and Aſſigns, and to, and for the purpoſe and intent aforeſaid, as in and by the ſaid Tripartite Indenture, more plainly and at large appeareth. And whereas alſo, they the ſaid Sir *T. L.* and *T.S.* by their Indenture bearing date the, &c. did in part and performance of the Truſt in them repoſed, and for the conſiderations in the ſaid laſt recited Indenture mentioned, Grant, Bargain and Sell, enfeoff and confirm unto the ſaid *T. E.* his Heirs and Aſſigns, all that their Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being in *S.* aforeſaid, late in the Tenure and Occupation of *J. E.* Gent. lately deceaſed, his Aſſignee and Aſſignees. And alſo all that their Cottage, &c. ſituate, lying, and being in *S.* aforeſaid, *H. B.* and *L.* or any of them in the ſaid County of *L.* and late in the Tenure or Occupation of the ſaid *J. E.* his Aſſignee or Aſſignees, as in and by the ſaid laſt recited Indenture, more fully and at large it doth and may appear: By force whereof, the ſaid *T. E.* is lawfully ſeized in his Demeaſne, or of Fee-ſimple, of, and in the ſaid Meſſuage, and other the Premiſſes to him and his Heirs for ever. Now this Indenture further witneſſeth, That the ſaid *T. E.* for, and in conſideration of the ſum of 800 l. of good and lawful money of *England*, to him, at the ſealing and delivery of theſe preſents, by the ſaid *E. F.* well and truly contented and paid; The Receipt whereof, and of every part and parcel thereof, the ſaid *T. E.* doth hereby acknowledge, and thereof, and of every part and parcel thereof acquit, exonerate, and diſcharge the ſaid *E. F.* his Heirs, Executors, and Adminiſtrators, and every of them, by theſe preſents. Hath granted, bargained, ſold, infeoffed and confirmed: And by theſe preſents, for himſelf and his Heirs, doth fully, freely, and abſolutely Grant, Bargain, Sell, Infeoff and Confirm, unto the ſaid *E. F.* and *C.* his Wife, and to the Heirs of the ſaid *E.* all that the Meſſuage or Tenement, with the Appurtenances, ſituate, lying and being in *S.* aforeſaid, late in the Tenure of the ſaid *J. E.* or his Aſſigns: And alſo all that the Cottage, with the Appurtenances, ſituate, lying or being in *S.* aforeſaid, late likewiſe in the Tenure of the ſaid *J. E.* or his Aſſigns; and alſo all and every the Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Tofts, Crofts, Curtilages, Courts, Folds, Lands, Meadows, Feedings, Paſtures, Leaſings, Woods, Under-Woods, Commons, Common of Paſtures, and Turbary, Moors, Moſſes, Furzes, Heaths, Profits, Commodities and Hereditaments whatſoever, with their, and every of their Rights, Members, and Appurtenances to the ſaid Meſſuage, or Tene-

Grant.

ment

meye and Cottage, or any of them belonging or appertaining, or accepted, reputed, known or taken, as part, parcel, member, or appurtenances thereof or thereunto ſituate, lying and being in *S. H. B.* and *D.* aforeſaid, or every or any of them in the County of *L.* and late in the Tenure or Occupation of the ſaid *J. E.* his Aſſignee or Aſſignees; and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, and every part thereof; and all the Eſtate, Right, Title, Intereſt and Claim of him the ſaid *T. E.* of, in, and to the Premiſſes, and every part and parcel thereof, *To have* and *to hold* the ſaid Meſſuage, or Tenement, with the Appurtenances, Cottage, Lands, Tenements and Hereditaments, and all other the Premiſſes before mentioned, and hereby intended to be bargained and ſold, and every part and parcel thereof unto the ſaid *E. F.* and *C.* and to the Heir and Aſſigns of the ſaid *E.* to the only proper uſe and behoof of the ſaid *E.* and *C.* and of the Heirs and Aſſigns of the ſaid *E.* abſolutely for ever. *Habend.*

And the ſaid *T. E.* doth Covenant, Promiſe and Grant, for himſelf his Heirs, Executors and Adminiſtrators, and every of them, to, and with the ſaid *E. F.* his Heirs and Aſſigns, and to, and with every of them, by theſe preſents, That he the ſaid *E.* and *C.* and the Heirs and Aſſigns of the ſaid *E.* ſhall or may according to the intent and true meaning of theſe preſents, from time to time, and at all times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Cottage, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, before mentioned to be bargained, ſold, enfeoffed and confirmed, and every part and parcel thereof, without the lawful lett, trouble, interruption, or lawful eviction of the ſaid *T. E.* and of *E. E.* and *A. E.* two of the Brothers of the ſaid *T. E.* or any of them, his, their, or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, now lawfully claiming, or having, or that hereafter ſhall or may lawfully claim, or have, or pretend to have, or claim any lawful Eſtate, Right, Title or Intereſt, of into or out of the ſaid Premiſſes every, or any part or parcel thereof by, from, or under the ſaid *T. E.* and *A. E.* or either, or any of them, or by his, their, or any of their Eſtate, Right, Title or Intereſt. And alſo clearly diſcharged, or elſe within convenient time after reaſonable Requeſt in that behalf to be made by the ſaid *E. F.* and *C.* or by the Heirs or Aſſigns of the ſaid *E.* to the ſaid *T. E.* his Heirs, Executors or Adminiſtrators, or any of them, ſaved harmleſs by the ſaid *T. E.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome, or one of them, or and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Aſſignments, Eſtates, Uſes, Limitations, Leaſes, Charges, and Incumbrances whatſoever heretofore had, made or done, or hereafter to be had, made, or done by the ſaid *T. E.* and *A. E.* or by any other perſon or perſons whatſoever lawfully claiming, or that may have or claim to have any manner of Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, Uſe or Demand whatſoever, by, from, or under him, them, or any of them, or by, from or under his, their, or any of their Eſtate, Right, Title or Intereſt, the Rents, Cuſtoms and Services, from thenceforth to become due to the chief Lord, or Lords of the Fee or Fees of the ſaid Premiſſes, only excepted and foreprized. *Quiet Enjoyment.* *Freed from Incumbrances.*

And further, that the ſaid *T. E.* and his Heirs, at all time and times hereafter, within the ſpace of 2 years, *Further aſſurance.*

next

next ensuing the date hereof, at, and upon the lawful and reasonable request of the said *E. F.* his Heirs or Assigns, and at his, their, or some of their costs and charges in the Law, shall and will do, make, knowledge, suffer and execute, all and every such further, lawful, and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances in the Law whatsoever, for the further and more assurance, surety, and sure making of all and singular the said bargained Premisses, and every part and parcel thereof to the said *E.* and *C.* and to the Heirs and Assigns of the said *E.* for ever, as by the said *E. F.* his Heirs or Assigns, or any of them, or his, their, or any of their Council Learned in the Law, shall be advised or required, according to the true intent and meaning of these presents. And further, the said *T. E.* for himself, his Heirs and Assigns, doth Covenant and Grant, to, and with the said *E. F.* his Heirs and Assigns, and to, and with every of them, by these presents, That all Fines, Feoffments, and other Assurances whatsoever hereafter to be had, made, done, knowledged, levied or executed of the Premisses, by these presents, bargained and sold, or any part or parcel thereof, solely by themselves, or joyntly with any other Manors, Lands, Tenements or Hereditaments, by the said *T. E.* and his Heirs, or by any other person or persons whatsoever, solely by themselves, or joyntly with any other person or persons, to the said *E. F.* his Heirs or Assigns, or to any other person or persons, by his, their, or any of their Appointment, to the said *E. F.* his Heirs or Assigns, or any other persons joyntly or severally shall be in ure, and shall be deemed, construed, taken to be in ure, as for, and concerning the said Messuage or Tenement, Cottage, and other the Premisses mentioned, or meant to be bargained and sold, and every part and parcel thereof, with the Appurtenances, to the use of the said *E.* and *C.* and to the Heirs and Assigns of the said *E.* for ever according to the true intent and meaning of these presents. And the said *T. E.* for himself, his Heirs, the said Messuage or Tenement, and Cottage, and all other the above mentioned Premisses, with their Appurtenances, unto the said *E.* and *C.* and to the Heirs and Assigns of the said *E.* against him the said *T. E.* and his Heirs, and against him the said *E.* and *A.* their Heirs and Assigns, shall and will warrant, and for ever defend by these presents. And whereas it is pretended a Reversion or Remainder, of, and in the Premisses, to be and remain in the Crown of *England*, for want of Heirs male of the Body of the Right Honourable *T. S.* sometime Earl of *D.* deceased. And whereas the said *T. E.* intendeth to bestow on *J. W.* or *R. E.* the Sons of *J. E.* Brother of the said *T.* deceased, the sum of, &c. parcel of the said sum of, &c. which soever of them shall first accomplish the age of 21 years. Now the said *T. E.* doth further, for himself, his Heirs, Executors and Administrators, Covenant, Grant and Agree, to, and with the said *E. F.* his Heirs, Executors, Administrators and Assigns, and every of them, by these presents, That he the said *T. E.* shall and will, either cause and procure the said *J. W.* and *R. E.* or some or one of them, upon whom the said *T.* his Executors or Administrators shall bestow the said sum of, &c. within, &c. next after he of that said *J. W.* and *R.* that shall first accomplish the full age of, &c. to be become bounden in an Obligation, or Writing-Obligatory, in the sum

All assurances to be to the use of the Feoffee.

Warranty.

Whereas it is pretended that the reversion of the premisses is in the Crown, the Feoffee leaves part of the purchase money in certain persons hands for securing the Feoffee against such claim.

ſum of, &c. of lawful money of *England*, to the ſaid *E. F.* his Heirs and Aſſigns, with condition thereupon to be endorſed, that if at any time from and after the date of the ſaid Obligation, it ſhall happen the poſſeſſion of the ſaid Meſſuage or Tenement, and other the Premiſſes hereing beforementioned, meant, or intended to be granted, bargained and ſold, infeoffed and confirmed, or ſome or any part or parcel thereof, to come or remain, and to be in or to the Crown of *England*, or in, or to the Kings Majeſty, his Heirs or Succeſſors, or in, or to His or Their Leſſees, Farmors, Patentees or Aſſigns, for, or by reaſon of want of Heirs or Iſſues-Male of the Body of the ſaid *T. E.* of *D.* or of any other the Earls of *D.* which have heretofore been, or ſhall happen to be, That then the ſaid *J. W.* and *R.* or ſome, or one of them, upon whom the aforeſaid ſum of, &c. ſhall be beſtowed, their, ſome or one of their Executors, Adminiſtrators or Aſſigns, ſhall or will within three Months next after poſſeſſion of the Premiſſes, or any part thereof, come, remain, and be to, or in the Crown of *England*, or in the King of *England*, His Heirs or Succeſſors as aforeſaid, content, ſatisfie, and pay, or cauſe or procure to be contented, ſatisfied, and paid, unto the ſaid *E.F.* his Heirs and Aſſigns, the full ſum of, &c. of good and lawful money of *England*; or elſe if ſuch of the ſaid *J. W.* or *R.* upon whom the ſaid, &c. ſhall be beſtowed as aforeſaid, ſhall become bounden unto the ſaid *E.F.* in the ſaid Obligation, with Condition as aforeſaid: Or if the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, ſhall not beſtow any of the ſaid, &c. upon the ſaid *J.W.* and *R.* as aforeſaid; That then the ſaid *T.E.* his Heirs, Executors, and Adminiſtrators, ſhall and will beſtow, and imploy the ſaid ſum of 300 l. of lawful money of *England*, in ſuch ſort, as the ſaid *E. F.* and *C.* and the Heirs and Aſſigns of the ſaid *E.* ſhall and may be ſecured againſt the Crown of *England*, and againſt the Kings Majeſty, His Heirs and Succeſſors, for and in reſpect of any Reverſion or Remainder of the ſaid Premiſſes, in the Crown of *England*, or in the King, His Heirs and Succeſſors. And the ſaid *T. E.* hath ordained, conſtituted, and appointed, and in his place and ſtead put *R. T.* and *N. R.* his true and lawful Attorneys, jointly and ſeverally for him the ſaid *T.* and in his name and ſtead, into the Meſſuage or Tenement, and Cottage, and all other the Premiſſes, with their Appurtenances, or into any part or parcel thereof, in the name of the whole, to enter and take poſſeſſion thereof, or of any part or parcel thereof, in the name of the whole, and Poſſeſſion and Seiſin thereof ſo had and taken, to give and deliver quiet and peaceable Poſſeſſion and Seiſin thereof, or of part thereof, in the name of the whole, to the ſaid *E. F.* and *C.* and to the Heirs of the ſaid *E.* according to the effect and true meaning of theſe preſents, and whatſoever the ſaid Attorneys, or either of them, ſhall do in the Premiſſes, the ſaid *T.E.* doth ratifie and approve by theſe preſents, the ſame to be his Act and Deed. In Witneſs, &c.

Letter of Attorney.

A Feoffment in performance of a Covenant for further assurance.

OMnibus Christi fidelibus ad quos hoc præs. Scriptum pervenerit T.B. Civis & Haberd.L.& R.B.Civis & Merc.L. Frater ejusdem T. salutem in domino sempiter. Sciatis nos præfat. T. & R. B. in parte performationis Conven. specificat. in quibusdam Indenturis geren.dat præsent.facti inter dict.T.B ex una parte & S.B. de D.&c. ex altera parte Alienasse, Feofasse, Liberasse, & hoc præsenti Scripto nostro Confirmasse præfat.S.B. hæredibus & Assignatis suis in perpetuum. Totum illud Messuagium,Firmam sive Tenementum cum pertin. commiter vocat. sive cognit. per nomen de P.situat.jacen. & existen.in Parochia de H. in dicto Com. S. Ac omnia edificia structur. horrea,stabula,gardina,Pomar. terr. Tenement. Prat pastur.,pascua, Mor.s, Marisc. Bosc. Subbosc. & alia Hæreditamenta cum pertin. quibuscunque dict. Messuagio, Firmæ sive Tenemento spectan. vel ullo modo pertinen. aut cum eisdem nunc vel antea tenusitat. occupat. vel dimis. Ac etiam unam parcellam terræ commiter vocat.sive cognit.per nomen de B.cum pertinen. Ac omnia Edificia, Structur.ter.Tenementa, Bosc.Subbosc. & alia Hereditamenta cum pertin. quibuscunque dict. parcel. terr. spectan. vel ullo modo pertinen. vel cum illo nunc, vel ante hac tenusitat. occupat. dimiss. vel gavis. Ac omnia alia Messuagia, Terr. Tenement. & Hereditamenta nostra seu alicujus nostrum in H. præd. Ac omne jus, titulum, interesse, clameum, possessionem,usum, reversionem remaner. & demand. quæcunque nostrum dict. T.B. & R.B. vel alicujus nostrum,de,in,ad vel concern. præconcess. premiss. part.parcel. vel membr. inde Habend. & Tenend. dict. Messuagium sive Tenementum, vocat. P. & dict. parcel. terr. vocat. B. & cætera præmissa superius concess. cum suis pertin. quibuscunque dicto S.B. Hæredibus & Assignat. suis Ad solum proprium opus & usum dict. S.B. Hæredum & Assignatorum suorum in perpetuum. Et ego præfat. T.B. & hæredes mei dictum Messuag. sive Tenement. ter. tenement. & cætera præmissa quæcunque, cum suis pertin.dict.S.B. Hæred.& Assign. suis contra me & hæred. meos. Warrantizabimus & in perpetuum defendemus per præsentes. Et ego præfat. R.B. & Hæredes mei Messuagia, terr. Tenementa & cætera premissa cum pertinen. dicto S. B. Hæred. & Assignatis suis contra me & hæredes meos warrantizabimus & in perpetuum defendemus per præsentes. Insuper noveritis nos præfat. T. B. & R. B. constituisse, & in loco nostro posuisse dilectos in Christo G. B. de H. præd. Yeoman, & H. C. & alter-utrum eorum conjunct. & divis. Attornatum & Attornat. nostros & utriusque nostrum, ad intrand. pro nobis, vice & nominibus nostris, in omnia & singula præd. Messuag. terr. Tenement. & cætera præmissa cum pertinen. vel in alicujus inde part. vel parcel. nomine totius, & plenam & pacificam possession. & Seisinam inde nominibus nostris vel alicujus nostrum capiend. & post hujusmodi possessionem sic inde capt. deinde pro nobis vice & nominibus nostris vel alicujus nostrum, ad deliberand. plenam & pacificam, possessionem & seisinam omnium & singulorum præmissorum, vel alicujus inde partis nomine totius, dicto S. B. vel suo in hac parte Attornato Habend. & Tenend. dicto S. B. Hæredibus & Assign. suis secundum formam & effectum hujus Charte, Ratum & Gratum habentes & habituri quicquid dict. Attornat. nostri vel Alterutter eorum fecerit, vel fecerint, nomine nostro, vel alicujus nostrum, concernent. premiss. In cujus rei Testimonium huic præsenti scripto nostro manus & sigilla nostra apposuimus. Dat. &c.

Several Warrantics.

Letter of Attorney to deliver Seisin.

A

A Deed of Feoffment by J. C. *&c. to* E. C.

THis Indenture made the 2d day of *N.* &c. Between *J.C.* of *N.* in the County of *O.* Eſq; Sir *R. A.* of *C.* in the County of *S.* Kt. and *H. A.* &c. of the one part, and *E.C.* of *F.* in the County of *S.* Spinſter, one of the Daughters of *A.* deceaſed, of the other part; **Witneſſeth**, That for and in conſideration of the ſum of 1000 l. of lawful money of *England* to the ſaid *J.C.* in hand paid by the ſaid *E.C.* at and before the Enſealing and Delivery of theſe preſents, the Receipt whereof he the ſaid *J. C.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and diſcharge the ſaid *E. C.* her Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, and of the ſeveral ſums of 5 s. of like lawful Money of *England*, to the ſaid *R. A.* and *H. A.* in hand paid by the ſaid *E. C.* the Receipt whereof they do hereby likewiſe acknowledge. The ſaid *J.C.* and alſo the ſaid *R. A.* and *H. A.* with the conſent, and at the Requeſt and Appointment of the ſaid *J. C.* have granted, bargained, ſold, aliened, enfeoffed, releaſed, and confirmed; And by theſe preſents, they the ſaid *J.C. R.A.* and *H.A.* for them and their Heirs, do clearly and abſolutely, grant, bargain, ſell, alien, enfeoff, releaſe, and confirm, unto the ſaid *E.C.* her Heirs and Aſſigns for ever, all that Meſſuage, Tenement, and Farm, with the Appurtenances, commonly called or know by the name of *C.* ſituate, lying, and being in the Pariſh of *F.* in the ſaid County of *S.* and late, or heretofore, in the Tenure of the ſaid *F.C.* his Tenant, or Under-Tenants: And alſo, all that parcel of Wood and Wood-ground, with the Appurtenances, commonly called, &c. lying and being in *F.* aforeſaid, near the ſaid Meſſuage; and containing, by eſtimation, &c. be the ſame more or leſs, and all the Trees, Woods, and Under-Woods, growing in and upon the ſame, &c. And alſo all other the Houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Woods, Under-Woods, Wood-Grounds, Moors, Marſhes, Warrens, Waters, Fiſhings, Rents, Reverſions, Services, and all other Hereditaments, Eaſements, Commodities, and Appurtenances whatſoever, to the ſaid Farm, Capital Meſſuage, or Tenement belonging, or in any wiſe appertaining, or as part, parcel, or member, of or belonging to the ſame Farm, Capital Meſſuage, or Tenement, had, taken, reputed, demiſed, letten, uſed, occupied, or enjoyed, lying and being within the ſeveral Towns, Pariſhes, Hamlets, or Fields of *F.* and *W.* and in every or any of them in the ſaid County of *S.* and all other Lands, Tenements, Meadows, Paſtures, and Hereditaments, in *F.* and *W.* aforeſaid, or in either of them, wherein the ſaid *F.C.* or *W.C.* Gent. deceaſed, 2d, Son of the ſaid *F.C.* had any Eſtate of Inheritance, And the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the ſaid Meſſuage, Lands, Tenements Meadows, Paſtures, Heath-Grounds, Rents, Hereditaments, and Premiſſes, hereby granted, or mentioned to be hereby granted, and the Rents, Services, and Profits to them, or any of them, incident, belonging, or appertaining.

Conſideration.

Grant.

And alſo all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, and Demand whatſoever, of them the ſaid *J.C. R.A.* and *H.A.* and every of them, of, in, or to the ſame Meſſuage, Lands, and Premiſſes, and every part and parcel thereof: And all and every the Deeds, Charters, Writings, Evidences, Terrars, Court-Rolls, Court-Books, Rentals, Surveys, Boundaries, Counter-parts of Leaſes, Chirographs of Fines, Exemplifications of Fines, and Common-Recoveries, and other Records, Eſcripts, Minuments whatſoever, touching or concerning the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes whatſoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof. *Habend.* **To have and to hold**, the ſaid Farm, Capital Meſſuage, and Tenement, and all other the Premiſſes hereby granted, bargained, ſold, or intended to be granted, bargained, and ſold, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, unto the ſaid *E. C.* her Heirs and Aſſigns for ever, to the only and proper uſe and behoof of her the ſaid *E. C.* her Heirs and Aſſigns for ever. *Warranty.* **And** the ſaid *J. C.* doth hereby grant, for him and his Heirs, that he the ſaid *J. C.* and his Heirs, the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and ſingular their and every of their Rights, Members and Appurtenances, unto the ſaid *E. C.* and her Heirs and Aſſigns, againſt him the ſaid *J. C.* and his Heirs, and againſt all and every other perſon or perſons, claiming or to claim, by, from, or under him, ſhall and will warrant, and for ever defend by theſe preſents. **And** the ſaid *J. C.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant, to and with the ſaid *E. C.* her Heirs, Executors and Aſſigns, and to and with every of them by theſe preſents, in manner and form following; *That the grantor is lawful owner.* **That is to ſay**, That he the ſaid *J.C.* and the ſaid *R. A.* and *H. A.* or ſome, or one of them now are, or one of them now is, the true or lawful Owner of all the ſaid Capital Meſſuage, Farm, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby granted, and of every part and parcel thereof, with their and every of their Appurtenances. And ſome of them are, or ſome or one of them is lawfully, rightfully, and abſolutely ſeized thereof, and of every part and parcel thereof, of a good, pure, abſolute, and indefeazable Eſtate of Inheritance in Fee-Farm, without any manner of Contigent, Truſt, Proviſoe, or Limitation of Uſe or Uſes, or other Reſtraint, Matter, or Thing whatſoever, to alter, change, charge determine, encumber, defeat, or evict the ſame. And that they, ſome, or one of them, ſhall continue ſo ſeized thereof, and of every part and parcel thereof, until a good, perfect, and abſolute Eſtate in Fee-ſimple, ſhall be thereof veſted in her the ſaid *E.C.* and her Heirs, according to the true intent and meaning of theſe preſents. And that they the ſaid *J.C.* and *R.A.* and *H.A.* or ſome, or one of them, now have, or hath good right, lawful and abſolute Power and Authority in themſelves, or in ſome or one of them, to grant, alien, and convey, all and ſingular the ſaid Capital Meſſuage, Farm, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be hereby granted, as aforeſaid, and

Lawfully ſeized.

Power to grant.

every

every part and parcel thereof, with the Appurtenances unto the ſaid *E. C.* her Heirs and Aſſigns, to the uſe of her the ſaid *E. C.* her Heirs and Aſſigns in manner and form aforeſaid. And that the ſaid *E. C.* her Heirs and Aſſigns, and every of them, ſhall or lawfully may, from time to time, and at all and every time and times hereafter, have, hold, occupy, poſſeſs, and enjoy, all and ſingular the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, and all and every the Rents, Iſſues, Profits, and Commodities thereof, coming, ariſing, and growing, have and take, without any manner of Lett, Suit, Trouble, Vexation, Eviction, Diſturbance, or other hinderance or moleſtation whatſoever of the ſaid *J. C. R. A.* and *H. A.* or any or either of them, their or any, or either of their Heirs or Aſſigns, or of any other perſon or perſons whatſoever, any thing having, or lawfully claiming, by, from or under them, or either of them. *Quiet enjoyment.* And alſo, That the ſame Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted or mentioned, or intended to be granted as aforeſaid, and every part and parcel thereof; with all and ſingular their and every of their Appurtenances, now are, and be, and from henceforth, and for ever hereafter, ſhall remain, continue, and be unto the ſaid *E. C.* her Heirs and Aſſigns, free and clear, and freely, clearly, and abſolutely acquitted, freed, exonerated, and diſcharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Deviſes, Uſes, Joyntures, Dowers, Intails, Eſtates, Leaſes, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Marchant and of the Staple, and all Debts of Record, Extents, Liberates, Seiſures, Charges, Titles, Troubles, Forfeitures, Annuities, and Incumbrances whatſoever, had, made, committed, done, acknowledged or ſuffered; or cauſed to be had, made, committed, done, acknowledged or ſuffered by the ſaid *J. C.* or *R. A.* and *H. A.* or any, or either of them, or any other perſon or perſons whatſoever, by or with their, or any, or either of their means, conſent, act, privity, knowledge, or procurement. *Diſcharged from incumbrances.* And the ſaid *R. A.* and *H. A.* for themſelves, ſeverally and reſpectively, and not joyntly, and one for the other, but each apart, for himſelf, and his reſpective Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, and grant to and with the ſaid *E. C.* her Heirs, Executors, and Aſſigns, and to and with every of them, by theſe Preſents; That they the ſaid *R. A.* and *H. A.* have not reſpectively done, committed, executed, or ſuffered any Act or Acts, Thing or Things, whereby the ſaid Farm, Capital Meſſuage, Lands, Tenemens, Hereditaments, and Premiſſes, or any part thereof, now are, or at any time hereafter ſhall or may be impeached, or incumbred, in Title, Charge, Eſtate, or otherwiſe. *The Truſtees Covenant that they have done no Act.* And the ſaid *J. C.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, promiſe, and grant to and with the ſaid *E. C.* her Heirs and Aſſigns, and to and with every of them by theſe Preſents; That they the ſaid *J. C. R. A.* and *H. A.* their Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, having or lawfully *Further aſſurance.* claim-

claiming, or which ſhall or may at any time or times, have, or lawfully claim any Eſtate, Right, Title, or Intereſt, of, in or to the Premiſſes, hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, by, from, or under the ſaid *J.C. R. A.* and *H.A.* or any, or either of them, ſhall and will from time to time, and at all other time hereafter, within the ſpace of ſeven years, next enſuing the date of this preſent Indenture, and upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *E.C.* her Heirs and Aſſigns, or ſome of them, do, make, levy, execute, acknowledged, and ſuffer; and cauſe to be made, done, levyed, executed, acknowledged and ſuffered, all and every ſuch further, and other reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances, Conveyance and Conveyances, in the Law whatſoever, for the further, better, and more perfect aſſurance, ſurety, ſure-making, conveying, ſetling, eſtabliſhing, and confirmation of the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, hereby granted or mentioned, or mentioned to be hereby granted, or any of them, and of every or any part or parcel thereof, with all and ſingular their and every of their Appurtenances unto the ſaid *E. C.* her Heirs and Aſſigns, according to the true intent and meaning of theſe Preſents: be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented, or Pole, Enrolled, or not Enrolled, the Inrolment of this preſent Indenture, Common Recovery or Recoveries, with ſingle, double, or treble Voucher or Vouchers, Releaſe or Confirmation, and by all and every of the ſaid ways and means, or by any other ways and means in the Law whatſoever, as by the ſaid *E. C.* her Heirs or Aſſigns, as by her or their, or any of their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed, and required: So as the ſaid further Aſſurance to be made, or any of them do not, nor ſhall contain any further, or other Warranty or Covenants for enjoying them, only againſt the parties thereunto reſpectively, and their reſpective Heirs; and touching Acts and Deeds done or ſuffered by them, or any of them. And ſo as for the knowledging and executing of ſuch further Conveyances and Aſſurances, or any of them, the perſons that ſhall be required to make or execute the ſame, be not compelled nor compellable, for the doing thereof, to travel further, or elſewhere, then to the City of *L.* or *W.* or one of them. And it is declared, concluded, and agreed, by and between all and every theſe parties, to theſe preſents; That all and every Fine and Fines, Feoffment and Feoffments, Conveyances and Aſſurances in the Law; or whatſoever heretofore had and made, and executed, or hereafter to be had, made levyed, and executed, by and between theſe parties, to theſe preſents, or any of them; or by them, or any of them, with any other perſon or perſons, of the Premiſſes, or any part or parcel thereof, ſhall be and enure, and ſhall be adjudged and taken to be, and enure, and meant, and intended and are hereby declared to be, and enure, to the uſe of the ſaid *E. C.* her Heirs and Aſſigns for ever; and to or for no other uſe, intent, or purpoſe whatſoever. And the ſaid *J.C. R. A.* and *H.A.* do hereby make, conſtitute, nominate, appoint; and in their place and ſtead, put *N.W.* of *B.* in the County of *S.* and *E. H.* of *B* aforeſaid, and either of them, their true and lawful Attorney and Attorneys, joyntly and ſeverally for

All aſſurances to the uſe of the Grantee.

Letters of Attorney to deliver ſeiſin.

for them and in their name, place, and ſtead, joyntly or ſeverally to enter into, and to have and take full and peaceable Poſſeſſion and Seiſin, of and in the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, all and ſingular the ſaid granted Premiſſes, or of ſome part or parts thereof, in the name of the whole: And after full and peaceable Poſſeſſion and Seiſin ſo had and taken as aforeſaid, then to deliver full quiet, and peaceable Poſſeſſion and Seiſin, of all and ſingular, or of ſome part or parts thereof, in the name of the whole, unto the ſaid *E. C.* or to her certain Attorney or Attorneys, in that behalf lawfully authorized, according to the force, effect, and true meaning of theſe Preſents. And whatſoever the ſaid Attorneys of the ſaid *J. C. R. A.* and *H. A.* or either of them ſhall do, in the Premiſſes for them the ſaid *J. C. R. A.* and *H. A.* or in their names: They the ſaid *J. C. R. A.* and *H. A.* do hereby promiſe to ratifie and confirm, and allow the ſame. **In Witneſs**, &c.

An Endorſement of Livery and Seiſin given by Attorney.

Memorandum, That on the 10th day of *A.* &c. *A. B.* one of the Attorneys within mentioned, did in the name of the within named *J. C. I. A.* and *H. A.* enter into, and did take and had full and peaceable Poſſeſſion and Seiſin, of and in the Farm, Capital, Meſſuage, Lands, Tenements, and all and ſingular the Premiſſes within granted, or mentioned to be granted, and every part thereof. And after full and peaceable Poſſeſſion and Seſin ſo had and taken, the ſaid *A. B.* did (by the aſſent of *B. C.* Leſſee for years of the ſame, ſaving this term) deliver full, quiet, and peaceable Poſſeſſion and Seiſin, of all and ſingular the Premiſſes, and of every part and parcel thereof, unto the ſaid *E. C.* within named, according to the force, effect, and true meaning of theſe preſents. And the ſaid *B.* the Leſſee for years, of the ſame Farm and Premiſſes being preſent at the ſame Execution, and having heard the ſaid Indenture read, did attorn, and fully aſſent to the ſame, according to the Tenor, Purport, true intent and meaning of the ſaid Indenture. In the preſence of *J. S. V. O.* &c.

A Feoffment, Releaſe and Confirmation after a Deed inrolled with good Covenants.

This Indenture made the day of, &c. Between *W. T.* of, &c. of the one part, and *T. T.* of, &c. of the other part; Whereas by one Indenture, bearing date with theſe preſents, and intended to be inrolled in the High Court of *Chancery*, made or mentioned to be made between the ſaid parties to theſe preſents, It is mentioned, that for, and in conſideration of 50 l. and 10 s. of lawful Money of *E.* of the ſaid *W. T.* by the ſaid *W. T.* therein mentioned to be paid, he the ſaid *W. T.* hath granted, bargained, ſold, aliened and confirmed unto the ſaid *T. T.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances now or late in the Poſſeſſion or Occupation of *E. G.* Widdow, or of her Aſſignee or Aſſigns, Under-Tenant or Under- *Recital of the Deed inrolled.*

Tenants, ſituate and being in *F.* in the Pariſh of St. *C.* &c. on the Weſt-ſide of the entry or paſſage to a Tenement called the *B.* now in the Tenure or Occupation of *G.B.* &c. or of his Aſſignee, or of his Aſſigns, Under-Tenant or Under-Tenants, together with other things in that Indenture. And alſo hereafter in theſe preſents, particularly mentioned. **Now this Indenture Witneſſeth,** That for, and in conſideration of the ſaid ſum of 50*l.* and 10*s.* ſo aforeſaid paid by the ſaid *T.T.* unto the ſaid *W. T.* being the ſame Conſideration and moneys in the ſaid recited Indenture mentioned to be paid by the ſaid *T. T.* the receipt whereof the ſaid *W. T.* doth hereby acknowledge, and thereof, and every part and parcel thereof, doth clearly acquit, releaſe, and diſcharge the ſaid *T. T.* his Heirs, Executors and Adminiſtrators, and every of them for ever, by theſe preſents, the ſaid *W. T.* hath granted, bargained, ſold, aliened, enfeoffed, releaſed and confirmed, and by theſe preſents, doth grant, bargain, ſell, alienate, enfeoffe, releaſe, and confirm unto the ſaid *T.T.* and his Heirs, all that Meſſuage or Tenement, with the Appurtenances, now or late in the poſſeſſion, or occupation of *E.G.* Widdow, or of her Aſſignee or Aſſigns, Under-Tenant, or Under-Tenants, ſituate and being in *F.* in the *P.* of St. *C.* &c. on the Weſt-ſide of the entry, or paſſage to a Tenement in the Tenure or Occupation of *G.B.* &c. or of his Aſſignee or Aſſigns, Under-Tenant or Under-Tenants, between another Meſſuage or Tenement there of the ſaid *W.T.* now in the poſſeſſion of *T.* dwelling on the South of the ſaid Tenement, called, &c. on the North, and the ſaid entry or paſſage on the Weſt, and doth contain from South to North, twenty foot, and two inches, or thereabouts, be the ſame, more or leſs, and from Eaſt to Weſt, at the North end of the ſame, 15 Foot and an half, or thereabouts, be the ſame more or leſs, and from Eaſt to Weſt, at the South end of the ſame, 15 Foot, and 3 Inches, or thereabouts, be the ſame more or leſs; and in the 2d. Story, there is an addition to the breadth thereof, 22 Inches, as a jutty over the paſſage, and ſo to the reſt of them, now or late in the poſſeſſion of the ſaid *T.* or of his Aſſignee or Aſſigns, Under-Tenant, or Under-Tenants, lying or being under upper Rooms and alſo all that Cellar to the ſaid Meſſuage or Tenement before mentioned, to be in the poſſeſſion of the ſaid *E. J.* all Shops, Cellars, Halls, Chambers, Rooms, Yards, void grounds, entries, ways, paſſages, profits, lights, eaſements, commodities, advantages, employments, Hereditaments, and other Appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and other the Premiſſes, or any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken, or known as part, parcel or member thereof, or of any part thereof, and the reverſion and reverſions, remainder and remainders yearly, and other Rents, and other Profits of the Premiſſes, and of every part and parcel thereof, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of him the ſaid *W.T.* of, in, or unto the ſame, or any part thereof, together with all Deeds, Evidences, Writings, Eſcripts and Muniments, as do concern the Premiſſes joyntly with any other Lands, Tenements, or the ſame Copies to be made and written, at the only Coſts and Charges of the ſaid *T.* his Heirs and Aſſigns: which ſaid Meſſuage or Tenement, and Premiſſes, were heretofore amongſt other things by Indenture, dated the 20 day of *F.* in the 12th year of the Reign of the late King *C.* and duly inrolled in the High Court of *Chancery*, the

Grant.

Deeds.

the 13th day of *M.* then next following granted and conveyed by *J. H.* Esq. unto *S. T.* Father of the said *W.* and his Heirs. And by one other Indenture *Tripartite*, dated the, &c. in the 13th year of the Reign of the said King *C.* and duly inrolled in the High Court of *Chancery*, the 11th day of *M.* in the 14th year of the Reign of the said King *C.* made, or mentioned to be made, between *J. W.* and *S.* his Wife, of the first part, the said *S. T.* and *M.* his Wife, of the second part, and *W. D.* Esq; and *W. B.* Gent. of the said third part, where amongst other things setled upon the said *S. T.* and *M.* his Wife, for their lives, and after upon the said *W. T.* and the Heirs-males of his Body, with other remainders over, with the remainder in Fee to the right Heirs of the Survivor of the said *S.* and *M.* for ever, and afterwards by a Fine thereof levied by the said *W. T.* to *R. T.* in *Easter*-Term now last past, and a Recovery thereupon in the Court of *Common-Pleas* at *Westminster*, had in the same Term by *W. F.* Gent. against the said *R. T.* wherein the said *W. T.* was vouched to Warranty and an Indenture *Tripartite*, dated the 2d. day of *J.* now last past, declaring Uses of the said Fine and Recovery made, or mentioned to be made, between the said *W. T.* of the first part, the said *R. T.* of the 2d part, and the said *W. F.* of the 3d part, were conveyed and setled unto and upon, or to the use of the said *W. T.* and his Heirs. To have and to hold the said Messuage or Tenement, and all and singular other the Premisses herein before mentioned, and intended to be hereby granted, and first by the said recited Indenture, the Inrolment thereof, with their, and every of their Appurtenances, unto the said *T. T.* his Heirs and Assigns for ever, to the only use and behoof of the said *T. T.* his Heirs and Assigns for ever: And the said *W. T.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise and grant to and with the said *T. T.* his Heir and Assigns, by these presents, in manner and form following; That is to say, That he the said *W. T.* for, and notwithstanding any act, matter or thing, by him the said *W. T.* or by the said *S. T.* and *M.* his Wife, Father and Mother of the said *W.* or by any of them done, or wittingly, or willingly suffered to the contrary, now is, and standeth lawfully, rightfully, and indefeazably seized of the said Messuage or Tenement, and all and singular, the Premisses herein before mentioned, and intended to be hereby, and by the said first recited Indenture, and the Inrolment thereof, granted, with their, and every of their Appurtenances, of a good, sure, perfect, and absolute, and indefeazable Estate of Inheritance in Fee-simple, without any manner of Condition, Contingent, Proviso, by mutation of Use or Uses, or other restraint, matter or thing, to alter, change, charge, determine, or make void the same, and shall, and will continue so thereof seized, until an Estate thereof in Fee-simple shall be vested, and setled in the said *T.* . . and his Heirs, and that he the said *W. T.* for, and notwithstanding any such act, matter or thing, as aforesaid, by him the said *W. T.* or by the said *S. T.* and *M.* his Wife, or any of them done, or wittingly or willingly suffered to the contrary, now hath good right, full power, and lawful Authority, to grant and convey the said Messuage or Tenement, and all and singular the Premisses herein before mentioned, and intended to be hereby, and by the said first recited Indenture and inrolment thereof, granted, with their, and every of their

The Conveyances mentioned, by which the Premisses come to the Feoffor.

Habend.

That notwithstanding any Act of the Father or Mother of the Feoffor, he is lawfully seized.

Power to grant.

their Appurtenances, and every part and parcel thereof, unto the ſaid *T. T.* his Heirs and Aſſigns for ever, in manner and form aforeſaid; and that the ſaid Meſſuage or Tenement, and all and ſingular, other the Premiſſes herein before mentioned, and intended to be hereby, and by the firſt recited Indenture and Inrolment thereof, granted and conveyed, and every part and parcel thereof, with their, and every of their Appurtenances, now are, and ſo and from henceforth for ever ſhall remain, continue, and be unto the ſaid *T. T.* his Heirs and Aſſigns, free and clear, and freely, clearly, and abſolutely acquitted, exonerated and diſcharged, or elſe from time to time, and upon requeſt by him the ſaid *W. T.* and his Heirs, well and ſufficiently ſaved and kept harmleſs and indemnified of, and from all, and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Joyntures, Dowers, Uſes, Wills, Intails, Recognizances, Statutes Merchant, and of the Staple, Judgments, Executions, Extents, Seiſures, Forfeitures, Rents, and Arrears of Rents and Taxes, and Arrears of Taxes, before this time, Sequeſtrations and cauſes of Sequeſtrations, Fines, Iſſues, Amerciament, Debts to the late *K.* and all Debts of Record, Fines, Poſt-Fines, Annuities, Rent-charges, Rent-Secks, and of, and from all other Charges, Titles, Troubles, Burthens, Eſtates and Incumbrances whatſoever had, made, committed, done, or ſuffered, or to be had, made, committed, done or ſuffered, by the ſaid *W. T.* and *N.* his Wife, or any of them, their, or any of their Heirs or Aſſigns, or by any other perſon or perſons, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or his, their, or any of their Eſtate, Right, Title, Intereſt, act, means, conſent, default, or procurement, one Leaſe heretofore made by the ſaid *W. T.* unto the ſaid *T. D.* of the ſaid Cellar before mentioned, to be granted for the term of 31 years, from, at, and under the yearly Rent of, &c. by Indenture, dated the, &c. and that he the ſaid *T. T.* his Heirs and Aſſigns, and every of them, ſhall and may from henceforth for ever, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular, other the Premiſſes herein before mentioned, and intended to be hereby, and by the ſaid firſt recited Indentures and Inrolment thereof, granted and conveyed with their, and every of their Appurtenances, without the lawful let, ſuit, trouble, interruption, expulſion, hinderance, moleſtation, or denyal of the ſaid *N. T.* his Heirs or Aſſigns, or of any other perſon or perſons lawfully claiming, or to claim by, from, or under him, them, or any of them, or by, from, or under the ſaid *S. T.* and *M.* his Wife, or any of them, (the ſaid *T. D.* and his Aſſigns, of them the ſaid for, and in reſpect of his aforeſaid term only excepted,) and furthermore, that he the ſaid *W. T.* his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, having, or lawfully claiming to have any Eſtate, Right, Title, or Intereſt of, in, or unto the ſaid Meſſuage, or Tenement and Premiſſes, or any part thereof, by, from, or under the ſaid *W. T.* or by, from, or under the ſaid *S. T.* and *M.* his Wife or any of them, or in truſt for them, or any of them, except the ſaid *T. D.* and his Aſſigns, for, and in reſpect of the aforeſaid term for 31 years, ſhall and will from time to time, and at all times hereafter, within the ſpace of ſeven years now next enſuing, at, and upon the reaſonable Requeſt or Requeſts, and at the Coſts and

That the Premiſſes ſhall continue free from Incumbrances.

Exception of a Leaſe.

Quiet enjoyment.

Exception.

Further aſſurance.

Exception.

and Charges in the Laws of the said *T. T.* his Heirs and Assigns, make, do acknowledge, levy, suffer, and execute, or cause to promise to be made, done, acknowledged, levyed, suffered and executed, all and every such further, and other lawful and reasonable Act and Acts, Thing or Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute, containing and assuring of the said Messuage or Tenement, and all and singular other the Premisses, with their, and every of their appurtenances unto the said *T. T.* and his Heirs, to the use of the said *T. T.* and of his Heirs and Assigns for ever, according to the purport, true intent, and meaning of these presents, be it by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries with one or more Voucher or Vouchers, Deed or Deeds, Inrolled or not Inrolled, the Inrolment of these presents, Release or Confirmation, whether with or without Warranty, or Warranties, howsoever, as by the Councel learned in the Law of the said *T. T.* his Heirs or Assigns shall be reasonably devised or required, so as such person or persons, as shall be so required to do the same, be not required for the doing thereof, to travel further than the Cities of *L.* and *W.* or one of them, and so as the same do not contain any further Covenants or Warranty then against the parties before named, and their Heirs. And further, the said *W. T.* for himself, his Heirs, Executors, and Administrators, doth Covenant, promise and grant to, and with the said *T. T.* his Heirs and Assigns, by these presents, that he the said *W. T.* his Heirs or Assigns, shall and will from time to time, and at all times hereafter, upon the Requests, and Costs and Charges of the said *T. T.* his Heirs or Assigns, produce and shew forth all and singular the before mentioned Indentures, Fine and Recovery, or exemplifications thereof, and all such other Deeds, Evidences and Writings, as the said *W. T.* his Heirs or Assigns, have or shall have in his and their power, or disposition concerning the Premisses, in any Court or Courts of Record in Law or equity, or elsewhere, when and as often as there shall be occasion to make use thereof, for the justification, or maintenance of the Title of the said *T. T.* his Heirs or Assigns, in, or to the said Messuage or Tenement, and Premisses, or any part or parcel thereof. In Witness, &c.

The Feoffor to shew forth in any Court such writing as the Feoffee shall require to make out his Title.

A Feoffment, Release and Confirmation after a Deed inrolled, wherein the use of a Fine formerly levied is declared.

This Indenture made, &c. Between *W. S.* of, &c. of the one part, and *H. F.* of, &c. on the other part. Whereas the said *W. S.* and one *C. W.* of, &c. and *J.* his Wife, by an Indenture of Bargain and Sale, or Deed Indented and acknowledged to be inrolled in His Majesties Court of *Common Pleas* at *Westm.* bearing date the 21 day of this present month of *N.* made between the said *W. S. C. W.* and *J.* his Wife on the one part, and the said *H. F.* on the other part, for and in consideration of the sum of 700 l. to them the said *W. S.* and *C. W.* in hand, at the ensealing of the said Indenture by the said *H. F.* well and truly contented and paid; have granted, bargained, sold, aliened, enfeoffed, or confirmed, or therein are mentioned to grant, bargain, sell,

Recital of the Deed inrolled.

ſell, alien, enfeoff, and confirm to the ſaid *H. F.* his Heirs and Aſſigns for ever, all thoſe ten Meſſuages or Tenements, with their Appurtenances, ſituate and being in &c. called or known together by the name of, &c. now or late in the ſeveral Tenures, holdings, or occupations of *T. T. R. D. T. C.* or of their or of ſome of their ſeveral Aſſignee or Aſſigns, and divers other things in the ſaid Indenture mentioned, as in and by the ſaid Indenture of Bargain and Sale or Deed mentioned, more at large it doth and may appear. **Now this Indenture Witneſſeth,** That the ſaid *W. S.* as well for and in conſideration of the ſaid ſum of 700 l. of lawful money of *E.* to them the ſaid *W. S.* and *C. W.* by the ſaid *H. F.* well and truly paid, as in and by the ſaid recited Indenture is mentioned for the full price and abſolute purchaſe of the Premiſſes, as for divers other good Cauſes and Conſiderations him thereunto eſpecially moving, hath given, granted, bargained, ſold, remiſed, releaſed, quit claimed and confirmed; And by theſe preſents doth fully, clearly, and abſolutely give, grant, bargain, ſell, remiſe, releaſe, quit claim, and confirm unto the ſaid *H. F.* and to his Heirs and Aſſigns for ever, all the ſaid Meſſuages, Tenements, and other the Premiſſes, in and by the ſaid recited Indenture mentioned to be thereby granted, bargained, ſold, enfeoffed and confirmed, and every of them, and every part and parcel thereof, with their and every of their Appurtenances, and the Reverſion or Reverſions, Remainder or Remainders, Rents and yearly Profits of the ſame Premiſſes, and of every of them, and every part and parcel thereof, **To have and to hold,** all the ſaid Meſſuages, Tenements, and other the Hereditaments and Premiſſes, and every of them, and every part and parcel thereof, unto the ſaid *H. F.* his Heirs and Aſſigns for ever, to the only and proper uſe and behoof of the ſaid *H. F.* and of his Heirs and Aſſigns for ever. **And** the ſaid *W. S.* for the Conſideration aforeſaid, doth for him his Heirs, Executors and Adminiſtrators, and for every of them, covenant and grant to and with the ſaid *H. F.* his Heirs, Executors, and Aſſigns, and every of them by theſe preſents, in manner and form following, (**That is to ſay**) That they the ſaid *W. S. C. W.* or one of them, the day of the date, and at the ſealing and delivery of the ſaid recited Indenture, were or was, and ſo until the making and executing of the firſt Eſtate of and in the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale mentioned and intended to be thereby granted, bargained, ſold, enfeoffed and confirmed, and of and in every of them, and every part and parcel thereof, in and to the ſaid *H. F.* and his Heirs, according to the true meaning of the ſaid Indenture of Bargain and Sale, and of theſe preſents, ſhall be very true, lawful and rightful owner and owners, and by good and juſt Right and Title lawfully and rightfully ſeized of and in all and ſingular the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale, or Deed Indented, or mentioned to be thereby granted, bargained, ſold, enfeoffed, or confirmed, and of and in every part and parcel thereof, with their Appurtenances, of a good, lawful, perfect and indefeazable Eſtate of Inheritance in Fee-ſimple, to them or one of them and their Heirs for ever, abſolutely without any manner of condition, limitation of uſe or uſes, or other matter or thing whatſoever, to alter, change,

Grant.

Habend.

Lawful owner.

Lawfully ſeized.

change, or determine the ſame. And That the ſaid *W. S.* and *C. W.* or one of them, the day of the date, and at the enſealing and delivery of the ſaid recited Indenture, had, and ſo until the time of ſuch firſt Eſtate executed or to be executed as is aforeſaid, ſhall have in him or themſelves full power, good and lawful right, title, and authority to grant, bargain, ſell, and convey all and ſingular the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indentures mentioned to be thereby granted, bargained, ſold, enfeoffed and confirmed, and every of them, and every part and parcel thereof, with their and every of their Appurtenances unto the ſaid *H. F.* and his Heirs, according to the true meaning of the ſaid recited Indenture. And that he the ſaid *H. F.* his Heirs and Aſſigns, ſhall and may from henceforth for ever peaceably and quietly have, hold, occupy, poſſes and enjoy the ſaid Meſſuages or Tenements, Hereditaments, and all other the Premiſſes, in and by the ſaid recited Indenture of Bargain and Sale, mentioned or intended to be hereby granted, bargained, ſold, aliened, enfeoffed or confirmed, and every of them, and every part and parcel thereof, with their Appurtenances, and receive, perceive, take and enjoy all and every the Rents, Iſſues, Benefits and Profits thereof whatſoever, to his and their own proper uſe and behoof for ever free, clear and clearly acquitted and diſcharge, or otherwiſe from time to time, and at all times hereafter upon requeſt, ſufficiently ſaved and kept harmleſs by the ſaid *W. S.* his Heirs, Executors, and Adminiſtrators, or ſome of them, of, from, and concerning all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wills, Entails, Statutes, Bonds, Recognizances, Judgments, Extents, Executions, Debts of Record, Debts to the Kings Majeſty, Annuities, Rent-charge, Rent-ſeck, or Charges of Rents, and of and from all other Eſtates, Titles, Troubles, Charges, and Incumbrances whatſoever, had, made, committed, or done, to be had, made committed or done by the ſaid *W. S.* his Heirs or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever, the Rents and Services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, in reſpect of his or their Seigniority or Seigniorities, and one Leaſe by Indenture of Bargain dated the, &c. and made by *N. G.* of, &c. unto *P. S.* of, &c. of the Premiſſes, by the name of a Meſſuage or Tenement, ſometime a Brew-houſe, for the term of ſixty years, commencing from the Feaſt of Saint *M.* the Arch-Angel then laſt paſt, whereupon the Rent of 39*l.* is reſerved payable Quarterly, which ſhall and may from thenceforth continue and be payable unto the ſaid *H. F.* his Heirs and Aſſigns, during the continuance of the ſame Leaſe, and ſuch Eſtate as the ſaid *W. S.* hath heretofore granted of the Premiſſes, to the ſaid *C. W.* only excepted and foreprized. And, the ſaid *W. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant, to and with the ſaid *H. F.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *W. S.* and *E.* his Wife, his Heirs, and all and every other perſon or perſons, his and their Heirs, any thing having or claiming, or that ſhall or may have, or claim, of, in, or out of the ſaid Meſſuages, Tenements, Hereditaments,

Power to grant.

Quiet enjoyment.

Free from Incumbrances.

Exception.

Further aſſurance.

reditaments, and other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale mentioned, to be thereby granted, bargained, ſold, aliened, enfeoffed or confirmed, and of, in, or out of any of them or any part or parcel thereof, except ſuch perſon or perſons whoſe Leaſes and Eſtates are herein before excepted, for and in reſpect only of their ſaid Leaſes and Eſtates ſo herein before excepted, ſhall and will from time to time, and at any time hereafter, for and during the ſpace of ſeven years now next enſuing, at and upon every reaſonable requeſt at the Coſts and Charges in the Law of the ſaid *H. F.* his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer, and execute, and procure and cauſe to be made, done, acknowledged, levied, ſuffered, and executed all and every ſuch further lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyances and Aſſurances in the Law, whatſoever, for the further, more, better, and perfect Aſſurance, Sure-making and Conveying, having and enjoying of the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes herein before mentioned to be by the ſaid recited Indenture granted, bargained, ſold, aliened, and enfeoffed or confirmed, and every of them, and every part and parcel thereof with their Appurtenances, unto the ſaid *H. F.* his Heirs and Aſſigns for ever, according to the true meaning of the ſaid recited Indenture, and by theſe preſents, be the ſame by Deed or Deeds inrolled, or not inrolled, Fine, Feoffment, Recovery, Releaſe, Confirmation or otherwiſe, with Warranty againſt all men, or without Warranty, or by all, every, or any of the ways or means aforeſaid, or by any other ways or means whatſoever, as by the ſaid *H. F.* his Heirs or Aſſigns, or by his or their Counſel Learned in the Law ſhall be reaſonably deviſed or adviſed, or required.

Except, &c.

Recital of the Fine.

And whereas in the Term of the Holy Trinity now laſt, one Fine, *Sur Conuſance de droit come ceo*, &c. was acknowledged and levied before the Kings Majeſties Juſtices of his Court of *Common Pleas* at *W.* by the ſaid *W. S.* and *S.* his Wife. *J. H.* and *M.* his Wife, and *W. H.* and *R.* his Wife, unto the ſaid *H. F.* And all that Capital Meſſuage or Inn, or of another Meſſuage or Tavern, both called and known by the ſeveral names of &c. and of five other Meſſuages or Tenements near thereunto adjoyning, in &c. aforeſaid, with their and every of their Appurtenances, by the name and names of ſeven Meſſuages, four Stables, and three Gardens, with the Appurtenances, or by ſome other name or names in, &c. as by the Records of the ſaid Fine may appear: It is covenanted and granted, concluded and agreed by and between the ſaid parties to theſe preſents, And the ſaid *W. S.* doth hereby expreſs and declare, and for him, his Heirs Executors and Adminiſtrators, covenant and agree to and with the ſaid *H. F.* his Heirs and Aſſigns, That the ſaid Fine ſo acknowledged and levied as aforeſaid, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, that are or ſhall be had, made, acknowledged, levied, ſuffered, or executed by or between the ſaid parties to theſe preſents, or either of them, by themſelves, or together with any others of the ſaid Meſſuage, and other the Premiſſes compriſed in the ſaid Fine, or of any other part thereof, and the full force and effect, and the execution of the ſame, and every of them, ſhall be, and ſhall be adjudged, eſteemed,

The uſe declared.

eſteemed, reputed, and taken to be, and to enure to the only proper uſe and behoof of the ſaid *H. F.* and of his Heirs and Aſſigns abſolutely for ever, according to the intent and true meaning of an Indenture of Bargain and Sale bearing date the, &c. of the ſame Premiſſes by the ſaid *W. S. J. H. W. H.* and one *W. C.* and *T. P.* to the ſaid *H. F.* In Witneſs, &c.

The Form of an Indorſement upon a Feoffment.

MEmorandum, That full and peaceable Poſſeſſion and Seiſin of and in the Meſſuage or Tenement, and other the Premiſſes in *Chapſide* within written, was taken and delivered by the within named *C. D.* to the within named *A. B.* the, &c. Day of, &c. in the preſence of——

Or thus:

MEmorandum, That full and peaceable Poſſeſſion and Seiſin of and in the Meſſuage, and other the Premiſſes within written, with the Appurtenances, was delivered by the within named *A. B.* to the within named *C. D.* to the uſe and behoof within limited, according to the tenour and effect of this preſent Writing; *Tali die & anno*, in the preſence of the Witneſſes hereunder named.

Attornment.

AND the within named *G. H.* attorned Tenant to the within named *C. D.* for the Lands and Tenements in his Poſſeſſion, by the payment of a Penny, which he paid in the preſence of the Witneſſes underwritten.

Livery and Seiſin, Aliter;

MEmorandum, That full and peaceable Poſſeſſion and Seiſin, was taken and delivered by *A. B.* and *C. D.* Attorneys within named, to *J. C.* and *K. P.* within named, and of and in one Houſe and Lands thereto belonging.

ing *M. W.* within written, in the Tenure of *B.* and *L. M.* in the name of all and ſingular the Premiſſes within ſpecified, *Tali die & anno*, To have and to hold, according to the tenour, force, form, effect, and true meaning of this Deed within written; in preſence of,

C. B. M. B. J. F. Tenants of parcel of the Premiſſes within contained, did attorn to the ſaid *J. C.* and other the Feoffees within named, by the delivery unto them, *viz.* the ſaid *C.* and *M.* each of them ſeverally one penny, and the ſaid *J. E.* 4d. of lawful Engliſh money, in the preſence of &c.

C. B. M. B. J. E.

J. E. J. B. W. M. R. F. Have alſo attorned by delivery of every of them 4d. to the ſaid Feoffees within named, as aforeſaid.

J. E. J. B. W. M. R. F.

MEmorandum, That whereas *R. W.* hath an Eſtate for term of life (or years) in one Meſſuage or Tenement, parcel of the ſaid Lands within ſpecified, the ſaid is contented and agreed, and alſo attorneth to the ſaid Guiſt and Grant, according to the effect and intent of the ſame: In Witneſs whereof the ſaid *R.* hath paid to the within *A. G.* one penny, in name of Attornment and Seiſin, in the preſence of, &c.

If the Attornment be upon a uſe, declared upon a Fine, then the Attornment muſt be to the Conuſee in the Fine named: If upon a Grant to the Grantee; and upon a Feoffment, Feoffee.

FINES.

ff. *Pr.* J. J. *Militi &* M. *uxori ejus*, M.N. *&* E. *uxori ejus*, T.N. *&* M. *uxor ejus*, *&* W. B. *&* F. *uxori ejus*, *quod teneant* R. F. *Convencionem inter eos factam de Maneriis de* M. T. *alias* T. M. *Necnon de advocationibus & Patronat. Eccleſiarum de* P. R. *& unius Canturiæ in* B. *prædict. &c. Et niſi, &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *I.* & *M. M.* & *E. T.* & *M.* & *W.* & *F.* recogn' Maneria, Ten' & Reddit' prædict' cum pertin' ac Advocationes prædictas eſſe jus ipſius *R.* ut ill' quæ idem *R.* habet de dono prædictorum *I.* & *M.M.* & *E.T.* & *M.* & *W.* & *F.* Et ill' remiſ. & quiet. clam. de ipſis *I.* & *M.M.* & *E. T.* & *M.* & *W.* & *F.* & hered' ipſorum *M. E. M.* & *F.* præfat' *R.* & hered' ipſius *R.* in perpetuum. Et preterea, idem *I.* & *M. M.* & *E. T.* & *M.* & *W.* & *F.* conceſſerunt pro ſe & hered' ipſorum *M. E. M.* & *F.* quod ipſi warrant' prædicta Maneria, Ten' & Reddit' præd' cum pertin' ac Advocacion' præd' præfat' *R.* & hered' ſuis contra ipſum *W.* & Anceſſores ſuos in perpetuum, &c.

Et pro hac Recogn' remiſſ. quiet. clam. Warr. Fine & Concordia, idem *R.* conceſſit prædictis *M.* & *E.* prædicta Maneria de *M. T. M. H.* cum pertin. Ac prædicta Ten' & Reddit' in prædictis Vill. de *M.* parva *T.* & *A.* Maneriorum, Ten' & reddit' prædictorum parcell. Et illas eis reddidit in eadem Cur' Habend' & Tenend' eiſdem *M.* & *E.* de Capit' Domino, &c. Tota vita ipſorum *M.* & *E.* abſque impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum *M.* & *E.* prædicta Maneria de *M. T.* & *M.* & prædicta Ten' & Reddit' in *M. T.* parva *T.* & *A.* cum pertin' integre reman' *X. N.* filio prædictorum *M.* & *E.* hered' Maſcul' de corpore ipſius *X.* legitime procreat. de Capit' Domino, &c. Et ſi contingat quod idem *X.* obierit ſine hæred' Maſcul' de corpore ipſius *X.* legitime procreat. tunc poſt deceſſum ipſius *X.* prædicta Maneria de *M. T.* & *M.* & dicta ten' & reddit' in *M. T.* parva *T.* & *A.* præd' cum pertin' integre reman' hæred' quos dictus *M.* de corpore præfat' *E.* procreaverit de Capit' Domino, &c. Et ſi contingat quod idem *M.* & *E.* obier' ſine hæred' de corpore ejuſdem *E.* per ipſum *M.* legitime procreat' tunc prædicta Maneria de *M. T.* & *M.* ac dict' Ten' & Reddit' in *M. T.* parva *T.* & *A.* præd' cum pertin' integre remanebant rectis hered' dictæ *E.* de Capit' Domino, &c.

Ut ulterius idem *K.* conceſſit præfat' *M.* xvi, Meſſ. xl. acr. terræ, lxx. acr' prati, C C. Clx. acr' Paſturæ, C. acr' boſci, C C C. jampnorum & bruere,

C. acr. Mariſci, 200 acr. Alneti, & 15 l. reddit. cum pertin. de Ten. & Reddit. in *C. F.* &c. præd. Necnon Advocat. & Patronat. Eccleſiæ Sanct. *R.* in *C.* prædicta. Et ill. ei reddidit in eadem Cur. habend. & tenend. eadem *M.* & hered. ſuis de Capit. Domino, &c.

Et etiam præfat. *R.* conceſſit præfat. *T.* & *M.* prædicta Maneria de *O. T.* &c. cum pertin. & prædicta Ten. & Reddit. cum pertin. in *M.* prædicta. Nec non reſid. dictorum. ten. & reddit. cum pertin. in *C. E.* &c. præd. (Except. dict. Maner. de *B.* cum pertin.) Et illa ei reddidit in eadem Cur. habend. & tenend. eiſdem *T.* & *M.* de Capit. Domino, &c. tota vita ipſorum abſque impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum *T.* & *M.* prædicta maneria de *O. C.* &c. cum pertin. & præd. Ten. & Reddit. cum pertin. in *M.* prædicta, nec non dict. reſid. dictorum Ten. & Reddit. cum pertin. in *S. C. F.* &c. præd. (except. præexcept.) integre remanebunt *N. N.* filio eorundem *T.* & *M.* & hæred. Maſcul. de corpore ipſius *T.* filii legitime procreat. de Capit. Domino, &c. Et ſi contingat, Quod idem *T.* filius obierit ſine hæred. Maſcul. de corpore ipſius *T.* filii legitime procreat. tunc poſt deceſſum ipſius *T.* filii, prædicta maneria de *O. C.* &c. cum pertin. ac prædicta Ten. & Reddit. cum pertin. in *M.* prædicta, nec non dict. reſid. dictorum Ten. & Reddit. cum pertin. in *C. E.* &c. præd. (Except. præexcept.) integre reman. *W. N.* aliter filio præfatorum *T.* patris & *M.* & hæred. Maſcul. de corpore ipſius *W.* legitime procreat. de Capit. Domino, &c. Et ſi contingat quod idem *W. N.* obierit ſine hæred. maſcul. de corpore ipſius *W.* legitime procreat. tunc poſt deceſſum ipſius *W.* prædicta maneria de *O. C.* &c. cum pertin. ac prædicta Ten. & Reddit. cum pertin. in *C. F.* &c. præd. (Except. præexcept.) integre reman. hæred. quos dictus *T.* pater de corpore præfat. *M.* procreaverit. de Capit. Domino, &c. Et ſi contingat. quod iidem *T.* Pater & *M.* obierint ſine hered. de corpore ipſius *M.* per eundem *T.* Patrem legitime procreat. tunc predicta maneria de *O. P.* &c. cum pertin. ac pred. Ten. & Redd. cum pertin. in *M.* predicta, nec non dict. reſid. dictorum Ten. & Redd. cum pertin. in *C. F.* &c. pred. (except. pre-except.) integre reman. rectis hered. predicti *M.* de Capit. Domino, &c. Et præterea idem *R.* conceſſit præfat. *T. N.* Patri præd. manerium de *L.* cum pertin. ac prædict. Ten. & Redd. in *L.* &c. præd. & reſid. dictorum Ten. & Redd. cum pertin. in *H.* &c. præd. Nec non Advocationem & Patron. Sanctæ Cantur. in *B.* præd. Et ill. ei reddidit in eadem Cur. Habend. & Tenend. eidem *T. N.* Patri & hæred. ſuis de Capit. Domino, &c.

Et prædictus *R.* conceſſit ulterius præfat. *W. B.* et *F.* prædictum Manerium de *P.* cum pertinen. ac præd. ten. et Redd. cum pertin. in *P. A.* &c. præd. nec non dictam Advocationem et Patron' Eccleſiæ de *P.* præd' et ill' eis reddidit in eadem Cur' Habend' et tenend' eiſdem *W.* et *F.* de Capit' Domino, &c. tota vita ipſorum *W.* et *F.* abſq; impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum *W. B.* et *F.* prædictum Manerium de *P.* cum pertin' ac præd' ten' et red' cum pertin' in *P. A.* &c. præd' nec non dictam Advocationem et Patronat' Eccleſiæ de *P.* præd' integre reman' *T. B.* filio præf. *W. B.* et *F.* et hæred. maſcul. de corpore ipſius *T. B.* legitime procreat. de Capit' Domino, &c. Et ſi contingat quod idem *T. B.* obierit ſine hæred' maſcul' de corpore ipſius

in T. legitime procreat' tunc poſt deceſſum ejuſdem T. B. prædictum. Manerium de P. cum pertinen' ac præd. Ten' & Red. cum pertinen. in P.A. &c. prædicta, nec non Advocatio Eccleſiæ de P. præd. integre remanebunt hæred' quos dictus W. de corpore præfat' F. procreaverit de Capit' Domino. Et ſi contingat quod iidem W. & F. obier' ſine hæred' de corpore ipſius F. per eundem W. legitime procreat. tunc prædictum Manerium de P. cum pertin' ac præd' Ten' & Red' cum pertinen' in P.A.&c. præd' nec non dicta Advocatio & Patronat' Eccleſiæ de P. præd' integre remanebunt rectis hæred' præfat' F. de Capit' Domino, &c. Nec non dictus R.F. conceſſit præfat' W. B. & F. præd' Ten' & Red' cum pertin' in magna S. & parva S. præd' & ill' eis reddidit in eadem Cur' habend' & tenend' eiſdem W. & F. & hæred' quos idem W. de corpore præfat' F. procreaverit de Capit' Domino. Et ſi contingat quod iidem W. & F. obier' ſine hæred' de corpore ipſius F. per eundem W. legitime procreat' tunc præd' Ten' & Red' cum pertinen' in magna S. & parva S. præd' poſt deceſſum eorundem W. C. & F. integre remanebunt rectis hæred' ipſius F. de Capit' Domino, &c.

Et prædictus R. F. conceſſit etiam præfat' W.B. prædictum Manerium de R. cum pertin' ac præd' Ten' & Red' cum pertin' in F.A. &c. præd' nec non reſiduum dictorum ten' & redd' cum pertin' in C. præd. Et ill. ei reddidit in eadem Cur' habend' & Tenend' eidem W. B. & hæred' ſuis de Capit' Domino.

Midd. ſſ. *Pr.* A. B. R. N. & E. *uxori ejus, &* J. N. & C. *uxori ejus, quod teneant* J. B. *Fratr.* R. B. *Conven. de uno Meſſ. duobus Toftis, duobus acr. prati, decem acr. terræ, duodecim acr. paſturæ, & duabus acr. boſci, cum pertin' in* H. *Et niſi, &c.*

Et prædictus J. *dat. Domino Regi pro licenc.*

ET eſt Concordia talis, ſcil. Quod prædicti *A. R. N.* & *J. N.* & *C.* recogn' præd' Ten' cum pertin' eſſe jus ipſius *J.B.* ut ill' quæ idem *J.B.* habet de Dono prædictorum *A.R. N.E. J.N.* & *C.* Et ill' remiſſ. & quiet' clam' de ipſis *A.R. N. E. J.C.* & hæred' prædictorum E & C. prædicto *J. B.* & hæred' ſuis in perpetuum. Et preterea iidem *A.R.* & E. & *J.N.* &c. *C.* conceſſer' pro ſe & hæred' ipſarum E. & C. quod ipſi warran' prædicto *J.B.* & hæred' ſuis præd' Ten' cum pertin' contra omnes homines in perpetuum.

Et pro hac Recogn' quiet' clam' Warr' Fine & Concord' iidem *J.B.* conceſſit præfat' ten' predicta, cum pertin' & ill' ei reddidit in eadem. Cur habend' eidem' *A.* & hæred' Maſcul' de corpore ſuo exeuntibus, Tenend. de Capit' Domino feod' illius per anc. quæ ad præd' ten' pertinent' in perpetuum.

Et ſi contingat quod idem *A.* obierit ſine hæred' Maſcul' de corpore ſuo exeuntibus; Tunc poſt deceſſum ipſius *A.* prædicta ten' cum pertin' reman' *J.B.* fratr. prædicti *A.* & hæred' Maſcul' de corpore ſuo exeun' Tenend' de Capit' Domino feod' illius per anc. quæ ad prædicta Ten' cum pertin' pertinent, in perpetuum.

Et ſi contingat quod idem *I.B.* frater prædicti *A.* obierit ſine hered' Maſcul' de corpore ſuo exeunt' tunc poſt deceſſum ipſius *I.* fratris prædicti ad prædicta ten' cum pertin' integre remaneant *R.B.* fratri prædicti *A.* & hered' Maſcul' de corpore ſuo exeunt' Tenend' &c.

Eſſex ſſ. *Pr.* W. M. *Armigero &* A. *uxori ejus, quod teneant* T. P. *& A. uxori ejus convention' inter eos factam de duobus Meſſuag. Octogint' acr' terræ, Oct' acr' prati, Trigint' acr' Paſturæ, cum pertin' in* G. S. &c. *Et niſi,* &c.

Et prædictus T. *Dat' Domino Regi pro licenc'*

ET eſt concordia talis, ſcilicet, Quod prædict. *W.* & *A.* uxor ejus recogn' prædictam Ten' cum pertin' eſſe jus ipſius *E.* ut ill' quæ iidem *T.* & *A.* uxor ejus habent de Dono prædictorum *W.* & *A.* uxori ejus. Et ill' remiſ. & quiet' clam de ipſis *W.* & *A* uxore ejus, & hæred' ipſius *T.* in perpetuum. Et preterea iidem *W.* & *A.* uxor ejus conceſſerunt pro ſe & hered' ipſius *W.* Quod ipſi warran' pred' *T.* & *A.* uxori ejus & hered' ipſius predicta cum pertin' contra omnes homines in perpetuum. Et pro hac recogn' &c.

Norff. ſſ. *Pr.* H. H. & C. *uxori ejus, quod teneant* J. P. *Convention' inter eos factam de uno Meſſuag' duabus acr' terræ, & decem acr' jampnorum & bruere, cum pertinen' in* N. & C. *Et niſi,* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *H.* & *C.* recogn' Ten' pred' cum pertin' eſſe jus ipſius *I.* ut ill' quæ idem *I.* habet de Dono prædictorum *H.* & *C.* Et ill' remiſer' & quiet' clam' de ipſis *H.* & *C.* & hered' ipſius *C.* prefat' *I.* & hered' ſuis in perpetuum. Et preterea idem *H.* & *C.* conceſſ. pro ſe & hered' ipſius *H.* quod ipſi warran' prefat' *I.* & hered' ſui Ten' pred' cum pertin' contra omnes homines in perpetuum. Et pro hac, &c.

Lincoln' ſſ. *Pr.* G. F. *Armigero &* M. *uxori ejus, quod teneant* [illegible] *Armigero Convencionem inter eos factam de Medietat' Manerii de* [illegible] *cum pertin' nec non de medietat' quadragint' Meſſ' Vigint' Cong' ſexagint' Gardin' ſexagint' Pomar' duarum mill' acrarum terræ, acr' prati, mill' acr' jampnorum & bruere, centum acr' Mariſci, & centum ſolid' reddit' cum pertin' in* V. *Et niſi,* &c.

ET eſt Concordia talis, ſcilicet, Quod prædicti, *G.* & *M.* recogn. prædictas medietates Manerii, Ten. & Reddit. pred. cum pertinen. eſſe jus ipſius

ipſius *R.* ut ill' quas idem habet de Dono predictorum *A.* & *M.* Et ill' remiſer' & quiet' clam' de ipſis *G.* & *M.* & hered' ipſius *M.* prefat' *R.* & hered' ſuis in perpetuum. Et preterea idem *G.* & *M.* conceſſerunt pro ſe & hered' ipſius *M.* quod ipſi warran' prefat' *R.* & hered' ſuis prædictas medietates prædictorum Manerii Ten' & Reddit' cum pertinen. contra omnes homines in perpetuum. Et pro hac, &c.

Warr. ſi. Pr. N. B. *quod juſti, &c. teneant* T. R. & M. R. *filiæ ipſorum* T. *Convent. inter eos factam de una Meſſuag. Cent. acr. terræ, Quadragint. acr. prati, Centum acr. Paſturæ, duodecim acr. boſci, & una Quarr. Lapidum, cum pertin. in* H. B. & R. *in Com. præd. Et niſi*, &c.

ET eſt Concordia talis, ſcilicet, Quod prædictus *N.* recogn' Ten' prædicta cum pertinen' eſſe jus ipſius *M.* ut illa que iidem *T.* & *M.* habeat de Dono prædicti *N.* Et ill' remiſer' & quiet' clam' de ſe & hered' ſuis prefat' *T.* & *M.* & hered' ipſius *M.* in perpetuum. Et præterea idem *N.* conceſſ. pro ſe & hered' ſuis, quod ipſi warran' Ten' prædicta cum pertin' prefat' *T.* & *M.* & hered' ipſius *M.* contra omnes homines in perpetuum.

Notif. ſi. Pr. J. C. *filio & hered.* T. C. *defuncti. &* R. B. *Clerico, quod teneant* T. G. *ſeu Armigero Convention. &c. de uno Meſſuag. Triginta. & Tribus acr. terræ, ſex acr. prati, Quinquagin. & duabus acr. paſturæ, duabus acr. boſci, & quadragint. ſolidat. reddit. cum pertinen. in* T. J. &c. *Et niſi*, &c.

ET eſt Concordia talis, ſcil' Quod pred' *J. R.* recogn' Ten' & Reddit' pred' cum pertin' eſſe jus ipſius *T.* ut ill' quæ idem *T.* habet de Dono predictorum *J.* & *R.* Et ill' remiſſ. & quiet' clam' de ſe & hered' ſuis predict' *T.* & hered' ſuis in perpetuum. Et preterea idem *J.* conceſſit pro ſe & hered' ſuis, Quod ipſi warran' Ten' & Reddit' pred' cum pertin' prefat' *T.* & hered' ſuis contra omnes homines in perpetuum.

Notif. ſi. Pr. W. H. & E. *uxori ejus, filiæ & hered'* J. M. *jun' quod teneant* R. F. & W. M. *Convention' inter eos factam de uno Meſſuag' Septem acr. & tribus Red' terræ, cum pertin' in* S. & T. *Et niſi*, &c.

ET eſt Concordia talis, ſcilicet, Quod pred' *W. H.* & E. recogn' ten' pred' cum pertin' eſſe jus ipſorum *R.* & *W. M.* ut ill' quæ iidem *R.* & *W. M.* habeant de Dono prædictorum *W. H.* & *E.* Et ill' remiſer' & quiet' clam' de illis & hered' ſuis præd' *R.* & *W. M.* & hered' predicti *R. F.* in perpetuum. Et præterea iidem *W. H.* & E. conceſſ. pro ſe & hered' predictæ E. quod ipſi warran' Ten' prædicta cum pertin' prefat' *R.* & *W. M.* & hered' pred' *R. F.* contra omnes homines in perpetuum.

Suff. ff. *Pr.* T. B. *Generosa, &* A. *uxori ejus,* G. B. & M. *uxori ejus, quod teneant* W. H. *conven. &c. de duobus Mess. & duabus acr. Pasturæ cum pertin. in* N. &c.

ET est Concordia talis, scilicet, Quod prædicti *T. & A. G. & M.* recogn. Ten. præd. cum pertinen. esse jus prædicti *W.* ut ill. quæ idem *W.* habet de Dono prædictorum *T. & A. G. & M.* Et ill. remis. & quiet. clam. de se & hæred. suis præd. *W.* & hered. suis in perpetuum. Et præterea prædicti *T. & A. G. & M.* concess. pro se & hered. prædicti *M.* quod ipsi warran. predict. *W.* & hered. suis Ten. predictum cum pertin. contra ipsos *T. & G.* & hered. suos in perpetuum.

Lanc. ff. *Pr.* J. M. & A *uxori ejus, quod juste,* &c. *teneant.* J. *Conventionem inter eos factam de quatuor Messuag. quatuor Gardinis, & tribus acr. terræ, cum pertinen. in* S. & B. *Et nisi,* &c.

ET est Concordia talis, scilicet, Quod prædicti *J. M.* & *A.* recogn. Ten. prædict. cum pertinen. esse jus prædicti *J. S.* ut ill. quæ idem *J.* habet de Dono prædictorum *J. M.* & *A.* Et ill. remiser. & quiet. clam. de ipsis *J. M.* & *A.* & hered. ipsius *A.* prefat. *J. S.* & hered. suis in perpetuum. Et prefat. iidem *J. M.* & *A.* concesserunt pro se & hered. ipsius *A.* quod ipsi warr. Ten. pred. cum pertinen. prefat. *J.* & hered. suis contra omnes homines in perpetuum. Et pro hac, &c.

Bed. ff. *Pr.* J. A. & A. *uxori ejus,* P. J. & A. *uxori ejus, Filiabus & hæred.* W. W. *alias dict.* W. B. *quod juste,* &c. *teneant.* J. M. *Mil. Domin.* M. *Convencionem,* &c. *de uno Messuag. uno Toft. uno Gardino, quinque acr. terræ, duabus acr. prati, & decem acr. pasturæ, cum pertin. in* S. & K. *Et nisi,* &c.

ET est concordia talis, scil. Quod prædicti, *I. A. A. P.* & *A.* recogn. Ten. pred. cum pertin. esse jus ipsius *I.* Domini *M.* ut ill. quæ idem *I.* Dominus *M.* habet de dono predictorum *I. A. A. P.* & *A.* Et ill. remiser. & quiet. clam. de ipsis *I. A. A. P.* & *A.* & hered. ipsarum *A.* & *A.* predict. *I.* Domino *M.* & hered. suis in perpetuum. Et preterea iidem *I. A. A. P.* & *A.* concess. pro se & hered. ipsarum *A.* & *A.* quod ipsi warran. predicto *I.* Domino *M.* & hered. suis predicta Ten. cum pertin. contra omnes homines in perpetuum. Et pro hac, &c.

Nott.

Norff. ff. *Pr.* R. G. *&* M. *uxori ejus, quod juſte, &c. teneat* R. H. *Convent. &c. de quatuor acris paſturæ, cum pertin. in* M. &c.

EST Concordia talis, ſcil. Quod prædicti *R.* & *M.* recogn. prædict. quatuor acras paſturæ cum pertin. eſſe jus ipſius R. ut ill. quæ habet de Dono prædictorum *R.* & *M.* Et ill. remiſer. & quiet. clam. de præfat. *R.* & *M.* & hered. ſuis, in perpetuum. Et præterea iidem *R.* & *M.* conceſſer. pro ſe & hered. ipſius *M.* quod ipſi warran. prædict. quatuor acr. paſturæ cum pertin. præfat. *R.* & hered. ſuis contra omnes homines in perpetuum. Pro quo quidem fine, &c. idem. *R.* dedit præfat. *R.* & *M.* xl.

Norff. ff. *Pr.* J. B. *&* C. *uxori ejus, &* J. A. *&* C. *uxori ejus, quod teneant.* R. S. *Convention. &c. de duobus Meſſuagiis, Treſdecim acr. terræ, Tribus acris prati. Duabus acris Paſturæ, & quatuor acr. boſci, cum pertin. in* K. *Et niſi, &c.*

EST Concordia talis, ſcilicet, Quod prædicti *J.* & *C.* & *I. A.* & *C.* recogn. tenement. prædict. cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de Dono prædictorum *J.* & *C.* & *I. A.* & *C.* Et ill. remiſer. & quiet. clam. de ſe & hered. ſuis prædicto *R.* & hered. ſuis in perpetuum. Et præterea idem *J.* & *C.* & *I. A.* & *C.* conceſſ. pro ſe & hered. ipſarum *C.* & *C.* quod ipſi warran. ten. prædicta cum pertin. præfat. *R.* & hered. ſuis contra prædictos *C.* & *C.* & hered. ſuos in perpetuum.

Buck. ff. *Pr.* W. B. *&* A. *uxori ejus, quod juſte, &c. teneant* J. F. *&* M. *uxori ejus Conven. inter eos factam de duobus Meſſuagiis, uno Toſto, duobus Cotagiis, duobus Gardinis, vigint. acr. terræ, quatuor acr. prati, duabus acr. boſci, cum pertin. in* M. *&* A. *Et niſi, &c.*

EST Concordia talis, Quod prædicti *W. B.* & *A.* recogn. ten. præd. cum pertin. eſſe jus ipſorum *J. F.* & *M.* ut ill. que idem *J.* & *M.* habent de Dono prædictorum *W.* & *A.* Et ill. remiſer. & quiet. clam. de ipſis *W.* & *A.* & hered. ipſius *A.* præfat. *J.* & *M.* & hered. ipſius *J.* Et preterea iidem *W.* & *A.* conceſſerunt pro ſe & hered. ipſius *W.* Quod ipſi warran. prefat. *J.* & *M.* & hered. ipſius ten. prædicta cum pertin. contra omnes homines in perpetuum. Et pro hac, &c.

Norff. ff. *Pr.* G. C. *generoſo &* B. *uxori ejus, quod juſte, &c. teneant* J. M. *generoſo Conventionem, &c. de manerio de* B. *cum pertin. ac de quinque Meſſuagiis, quingent. acr. terræ, Centum acr. prati, quadringent. acr. Boſci, & vigint. & unum Redd. cum pertin. in* B. F. G. *&* R. *Et niſi, &c.*

ET eſt Concordia talis, ſcilicet, Quod prædicti *G.* & *B.* recogn. Manerium tent. & Redd. præd. cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* habet de Dono prædictorum *G.* & *B.* Et ill. remiſer. & quiet. clam. de ipſius *G.* & *B.*

& hered' ipſorum *G.* & *B.* predicto *J.* & hered' ſuis in perpetuum. Et preterea iidem *G* & *B.* conceſſ. pro ſe & hered' ipſius *B.* quod ipſi warran' Manerium, ten' & reddit' præd' cum pertin' predicto *J.* & hered' ſuis contra ipſos *G.* & *B.* & hered' ipſius *B.* in perpetuum.

Norff. ſſ. *Pr.* G. H. *Armigero*, & E. *uxori ejus, quod teneant* A. D. M. & E. B. *Armigero Conveni.* &c. *de Maneriis de* L. B. &c. *cum pertin. de quadraginta. Meſſuag. viginti. Toft. mill. acr. terræ, ducent. acr. prati, mill. acris paſturæ, centum acris Boſci, ducent. acris more, duabus mille acris Jamp. & Bruer. & decem libris Reddit. cum pertin.* in L. B. &c. *ac de Trium Faldagiorum cum pertin.* in L. &c. *Et niſi*, &c.

ET eſt Concordia talis, ſcil' Quod Prædicti *G.* & *K.* recogn' manerium reddit' & prædicta cum pertin' eſſe jus ipſius *A.* ut ill' quæ iidem *A.* & *T.* habent de Dono prædictorum *G.* & *K.* Et ill' remiſer' & quiet' clam' de ipſis *G.* & *L.* & hered' ipſius *K.* prædict' *A.* & *T.* & hered' ipſius *A.* maneria, ten' reddit' & præd' cum pertin' contra ipſos *G.* & *K.* & hered' ipſius *K.* in perpetuum. Et pro hac, &c.

North. ſſ. *Pr.* W. *Comiti* D. G. H. & W. E. *quod juſte*, &c. *teneant* R. L. & E. B. *generoſis Conventionem*, &c. *de manerio de* D. *cum pertin. ac quindecim Meſſuagiis, uno Molendino Aquatico, viginti Gardin. trecentis acr. terræ, centum & ſexaginta acr. prati. quingentis ac. paſturæ, viginti acr. boſci, Ducent. acr. Jamp. & Bruer. cum pertin.* in B. *Et niſi*, &c.

ET eſt concordia talis, Quod prædicti Comes *G.* & *W.* recogn' Manerium, & ten' prædict' cum pertin' eſſe jus ipſius *R.* ut ill' quæ idem *R.* ac predictus *E.* habent de dono prædictorum Comitis *G.* & *W.* Et ill' remiſer' & quiet' clam' de ipſis Comite *G.* & *W.* & hæred' ipſius Comitis præfat' *R.* & *E.* & heredibus ipſius *R.* in perpetuum. Et præterea idem Comes conceſſ. pro ſe & hered' ſuis, quod ipſi warran' Manerium, & ten' prædict' cum pertin' præfat' *R.* & *E.* & hered' ipſius *R.* contra omnes homines in perpetuum. Et pro hac Recogn' remiſ. quiet' clam' Warran' Fine & Concord' idem *R.* & *E.* conceſſerunt manerium & ten' pred' cum pertin' præfat' *G.* & *W.* Et ill' ejus reddiderunt in ead' Cur habend' & tenen' eiſdem *G.* & *W.* a Feſto Sancti Michaelis Arch' prox' ſequen' pro Termino Quinquaginta & Octo annorum extunc prox' ſequen' & plenar' complend' reddend' inde annuatim prædictis *R.* & *E.* & hered' ipſius *R.* toto termin' præd' triginta & unam libras, ad duos anni terminos, videl' ad Feſtum Annunciationis beatæ Mariæ, & Sancti Michaelis Arch' per equales portiones annuatim ſolvend' Prima ſolucione inde inciplente ad illum feſtum feſtorum prædictorum quod prox. poſt deceſſum cujuſdam *G. S.* milit' fore contingerit.

Et ſi contingat prædictum Reddit' triginț' & unius librarum poſt deceſſum pre-

predict' H. S. a retro fore in pacte rei, in toto post aliquod festum festorum predictorum, quo ut prefertur solvi debeat, non solut' quod tunc bene licebit predict' R. & E. & hered' ipsius Eq. in Manerium & ten' pred' cum pertin' ingredi & distringere, districtionesque, sic ibidem capt', & habit. hic abducere, asportare, &c. ac penes se retinere, quousq; de pred' Reddit' triginta & unius librarum cum arreragiis ejusdem, ei quæ fuerunt, plenius fuit satisfact' & persolut' concesserunt eisdem predict' R. & E. præfat. Eq. manerium & tenementa cum pertin' ac predictum Redditum triginta & unius librarum post decessum præfat' G. S. & ill' ei reddider' in eadem cur' habend' & tenend' eidem Comiti & hered' suis de capital' Dom' feodi illius per servitia prius inde debit' & quæ ad prædict' maner' & ten' cum pertin' pertinent, in perpetuum. T.

Elizabeth. Dei Gratia Angliæ, Franciæ & Hiberniæ, Regina, Fidei Defen. &c. Omnibus ad quos presentes Literæ nostræ pervenerint, Sciatis quod inter placita de placitis ter' irrotulat' apud Westm' coram *I. A.* Milite & sociis suis Justic. nostris de Banco Termino Sancti Michaelis, Annis Regni nostri Vicesimo Nono & Tricesimo, Rot. lxxxi. continent' sci. Sussex. ff. *W. E.* generosus in propria persona sua pet' versus *F. H.* generosum, *I. A.* Seniorem, & *I. A.* Juniorem, un. Messuag' Quadraginta acras terræ, triginta & duas acras prati triginta acras pasturæ, & viginti & Sex acras bosci, cum pertin' in *N.* & *W.* ac jus & hereditatem suum, Et in quæ iidem *F. I.* & *I.* non habent ingressum nisi post disseis. quam *H. H.* inde injuste, & sine judicio fecit prefat' *W.* infra triginta annos jam ultimos elapsos, &c. Et prædicti *F. I.* & *I.* per *R. M.* Attorn' sun' ven' Et alias voc' inde ad war. *T. B.* militem, qui modo per suum in Com' predicto factum per *I. C.* Attorn' suum ven. Et gratis tenementa predicta cum pertin' eis war. &c. Et super hoc predictus *W.* pet' versus *E.* tenen' per war' suam tenementa predicta cum pertin' in forma predicta, &c. Et unde dic' quod ipsemet fuit seisit' de ten' pred' cum pertin' in Dominico suo ut de feodo ut jure, tempore pacis, tempore Dom' Regine nunc capiend' inde explest. ad valentiam, &c. Et in quæ, &c. & inde produc' sectam, &c. & prædictus *T.* tenens per war' suam defend' jus suum quando, &c. Et ulterius voc. inde ad war' *D. H.* qui presentis est hic in cur' in propria persona sua, & gratis tenementa predicta cum pertin' ei war' &c. Et super hoc prædictus *W.* pet' versus ipsum *D.* tenend' per war' suam tenementa prædicta cum pertin' in forma prædicta, &c. & unde dic' quod ipsemet fuit seisit' de tenementis prædictis cum pertin' in Dominico suo ut de feodo & jure, tempore pacis tempore Dominæ Reginæ nunc capiend' inde explest. ad valenc. &c. Et in quæ, &c. & inde produc' sectam, &c. & prædictus *D.* tenens per war. suam defend' jus suum quando &c. & dic. quod prædictus *H.* non disseis. præfat' *W.* de tenentis prædict' cum pertin' prout idem *W.* per Breve & Narrationem sua prædicta superius suppon. Et de hoc pon'se super Patriam, &c. & prædictus *W.* pet' lic' inde interloquendi, & habet, &c. & postea idem *W.* reven. hic in cur' isto eodem Termino in propria persona sua. Et prædictus *D.* licet solempnit' exact' non ven' sed in contemptum cur' recessit & defalt. fac. Id. cons. est quod prædictus *W.* recuperet seisinam suam versus præfat. *F. I.* & *I.* de tenementis predict' cum pertin' et quod iidem *F. I.* et *I.* habeant de terr' prædicti *T.* ad valenc' &c. et

quod

quod idem *T.* ulterius habeat de terr. prædicti *D.* ad valenc. &c. & ideirc. &c. nostra, &c. Et super hoc prædictus *W.* per. breve Dominæ Reginæ Vic. Com. præd. dirigend. de habere facienᵈ. ei plenariam seisinam de Tenementis prædictis cum pertin. & ei concedetur retornabile hic &c. prout scil. Vicesimo Octavo die Novembris, isto eodem termino ven. hic in cur. prædictus *W.* in propria persona, &c. vic. videl. *N. P.* Ar. modo mand. quod de virtute brevis illius sibi direct. (Vicesimo quarto die Novembr. ultimo præterito habere fecit prædict *W.* plenariam seisinam de Tenementis prædictis cum pertin. prout per Breve illud sibi præceptum fuit, &c. Quæ omnia & singula ad requisitionem prædicti *W.* tenore præsentium duximus exemplificand. In cujus rei testimon. sigillum nostrum ad Brevia in Banco præd. sigilland. deputat. præsentibus supponi fecimus. *T. Ead.* apud Westm. xxviii. die Novemb. Anno Regni Nostri xxx.

Bed. ff. *Pr.* C. D. *quod juste, &c. Ten.* H. E. *&c. de Manerio de M. cum pertin. Ac de duobus Messuagiis, duobus Cotagiis, duobus Gardinis, duobus Pomar. Ducentis & Quadraginta acris terræ, tantund. acris prati, Quadraginta acris Pasturæ, una acra bosci, &c. datum scil. &c. reddit. cum pertin. in tail. &c. Et nisi, &c.*

ET est Concordia talis, scil. Quod prædictus *C.* recogn. Manerium, Tenementa, & reddit. prædict cum pertin. esse jus ipsius *H.* ut ill. quæ idem *H.* habet de dono prædicti *C.* & ill. remiss. & quiet. clam. de se & hæred. suis præfat. *H.* & hered. suis in perpetuum. Et præterea idem *G.* concess. pro se & hæred. suis quod ipse warrant. Manerium, Tenementa, & reddit. prædict. cum pertin præfat. *H.* & hæred. suis contra omnes homines in perpetuum. Et pro hac, &c.

Hertf. ff. *Pr.* W. G. & E. *uxori ejus filiæ & hæred.* G.B. *defuncti. quod jus &c. ten.* G. H. *Con. &c. de duobus acris terræ, cum pertin. in* B. *Et nisi, &c.*

ET est Concordia talis, scil. Quod prædict. *W.* & *E.* recogn. Tenementa prædicta cum pertin. esse jus ipsius *G.* ut ill. quæ idem *G.* habet de dono prædictorum *W.* & *E.* Et illa remis. & quiet. clam. de se & hæred. suis præfat. *G.* & hæred. suis in perpetuum. Et preterea prædicti *W.* & *E.* concess. pro se & hæred. ipsius *E.* quod ipsi warrant. Tenementa prædicta cum pertin præfat. *G.* & hæred. suis contra ipsos *W.* & *E.* & hæred. ipsius *E.* ac contra hæred. prædicti *G.B.* in perpetuum. Et pro hac, &c.

Oxon. ff. *Pr.* W. M. *Armigero, &* R.H. *quod juste, &c. ten.* E. K. *generos Con. &c. de una acra terræ, & quatuor acris prati, cum pertin. in* M. *Et nisi, &c.*

ET est Concordia talis, scil. Quod prædicti *W.* & *E.* recogn. tenementa prædicta cum pertin. esse jus ipsius *E.* ut ill. quæ idem *E.* habet de dono prædictorum *W.* & *R.* Et illa remiss. & quiet. clam. de se & hæred. suis præfat.

E.

& hered' ſuis in perpetuum. Et præterea prædictus *W.* conceſſ. pro ſe & hered' ſuis, quod ipſi warrant' Tenementa prædicta cum pertin' præfat' *E.* & hered' ſuis, contra ipſum *W.* & hered' ſuos in perpetuum. Et inſuper prædictus *R.* conceſſ. pro ſe & hered' ſuis, quod ipſi warrant' tenementa prædicta cum pertinen' prefat' *E.* & hered' ſuis contra ipſum *R.* & hered. ſuos ac contra omnes alſ' clam' per ipſum *R.* vel *K. H.* defunct. Avunculum ipſius *K.* ſeu eorum aliquem in perpetuum. Et pro hac, &c.

Hertf. ſſ. *Pr.* E. W. *generoſo, &* E. *uxori ejus, quod juſte, &c. ten.* T. V. *Militi, &* G. *uxori ejus Con. &c. de Centum & Octoginta acris terræ, duabus acris prati, decem acris Paſturæ, & viginti acris boſci, cum pertin. in* B. *Et niſi, &c.*

ET eſt Concordia talis, ſcilicet, Quod pred' Ed' & E. recogn' Tenementa prædicta cum pertin' eſſe jus ipſius *T.* ut ill' quæ idem *T.* & *G.* habent de dono prædict' *Ed.* & *E.* Et ill' remiſſ. & quiet' clam' de ſe & hered' ſuis prefat' *T.* & *G.* & hered' ipſius *T.* in perpetuum. Et preterea prædicti *Ed.* & *E.* conceſſ. pro ſe & hered' ipſius *Ed.* quod ipſi warran. Tenementa prædicta cum pertin' contra ipſos *Ed.* & hered' ipſius *Ed.* ac contra hend' *T. W.* generoſo defunct' in perpetuum. Et pro hac, &c.

Hertf. ſſ. *Pr.* J. S. *Viduæ, quod juſte, &c. ten.* J. M. & J. C. *Con &c. de medietate unius Meſſuagii, & unius Gardini, cum pertin. in* B. *Et niſi, &c.*

ET eſt Concordia talis, ſcil. Quod prædicta *J. S.* recogn' medietatem prædictam cum pertin' eſſe jus ipſius *J.* ut ill' quæ idem *J.* & *J. C.* habent de dono prædictæ *J. S.* Et ill' remiſ. & quiet' clam' de ſe & hered' ſuis prefat' *J.* & *J. C.* & hered' ſuis, quod ipſi warran' medietatem prædictam cum pertin' prefat' *J.* & *J. C.* & hered' ipſius *J.* contra ipſam *J. S.* & hered' ſuos in perpetuum. Et pro hac, &c.

Hunt. ſſ. *Pr.* C. E. *generoſa quod juſte, &c. ten.* J. F. *generoſo Con. &c. de Manerio de* B. *cum pertin. ac de quindecem Meſſuagiis, ſex Toftis, uno Molendino, duodecim Gardinis, quingentis acris Terræ, centum & quinquaginta acris Prati, mille acris Paſturæ, quadraginta acris Boſci, trecentis acris jampnor. & bruere, decem ſolidat. reddit. & communia paſturæ pro omnibus averiis, cum pertin. in* B. &c. *ac de medietate manerii de* V. *cum pertin. nec non de advocatione Eccleſiæ de* B. *Et niſi, &c.*

ET eſt Concordia talis, ſcil. Quod infra nominat' *C.* recogn' infra ſcript' Manerium, Tenementa, Communiam Paſtur' & medietatem, cum pertin' ac advocationem pred' eſſe jus infra nominat' *J.* Et ill' remiſ. & quiet' clam' de ſe & hæred' ſuis prædicto *J.* & hæred' ſuis in perpetuum. Et preterea idem *C.* conceſſ. pro ſe & hered' ſuis quod ipſi warrant' prædicto *J.* & hered' ſuis predicta Maner' Ten' communiam Paſturæ, & medietatem, cum

pertin.

pertin' ac advocationem prædictum contra prædict' C. &c. heredes &c. in perpetuum. Et pro hac, &c.

Bucks. ff. *Pr.* N. H. *Mil' & B. uxori ejus quod juste, &c. ten'* R. N. *Con' &c. de Messuagio, uno Gardino, uno Pomario, viginti & sex acris terræ, septem acris prati, & sex acris Pasturæ, cum pertin' in* W. & R. *Et nisi, &c.*

ET est concordia talis, scil' Quod prædicti *N.* & *B.* recogn. Tenementa prædicta cum pertinen' esse jus ipsius *R.* ut ill' quæ idem *R.* habet de dono prædictorum *N.* & *B.* Et ill' remis. & quiet' clam' de se & hered' suis præfat' *R.* & hered' suis in perpetuum. Et præterea prædicti *N.* & *B.* concess. pro se & hered' ipsius *N.* quod ipsi warrant' Tenementa prædicta cum pertin' præfat' *R.* & hered' suis contra ipsos *N.* & *B.* & hered' ipsius *N.* ac contra *T. H.* Armigerum defunct. Patrem prædicti *N.* & hered' ipsius *T.* contra *G. H.* Armigerum defunct' fratrem prædicti *N.* & hered' ipsius *G.* contra *R. H.* Armigerum fratrem prædicti *N.* & hered' ipsius *R.* ac contra omnes alios clam' per prædictos *N.* *B.* *T.* *G.* & *R. H.* seu eorum aliquem in perpetuum. Et pro hac, &c.

Bucks. ff. *Pr.* J. S. & M. *uxori ejus, &* R. S. *fratri prædicti* J. & M. *uxori ejus, quod juste, &c. ten'* R. O. *Con' &c. de viginti & duabus acris terræ, cum pertin' in* T. *Et nisi, &c.*

ET est Concordia talis, scil. Quod prædicti *I.* & *M.* uxor ejus & *R.* & *A.* uxor ejus, recogn. tenementa prædicta cum pertin. esse jus ipsius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *I.* & *M.* & *R.* & *A.* Et ill. remiss. & quiet. clam. de se & hered. suis præfat. *R.* & hered. suis in perpetuum. Et preterea predicti *I.* & *M.* concess. pro se & hered. ipsius *I.* quod ipsi warran. tenementa prædicta cum pertin. præfat. *R.* & hered. suis contra ipsos *I.* & *M.* & hered. ipsius *I.* ac contra hered. *I. S.* defunct. Avum prædicti *I.* in perpetuum. Et insuper predicti *R.* & *A.* concess. pro se & hered. ipsius *R.* quod ipsi warrant. tenementa predicta cum pertinen. præfat. *R.* & hered. suis contra ipsos *R.* & *A.* & hered. ipsius *R.* ac contra hered. *I. S.* defunct. patris predicti *R.* in perpetuum. Et pro hac, &c.

Bucks. ff. *Pr.* J. T. *Militi &* L. *uxori ejus, quod juste, &c. ten.* T. D. *Con. &c. de Manerio de* H. *cum pertin. Ac de duobus Messuagiis, uno Molendino ventritico, una Columbar. Centum & Quinquaginta acris terræ, sex acris prati, viginti acris Pasturæ, viginti acris bosci, Centum acris jampnorum & bruere, & Centum solidat. reddit. cum pertin. in* H. *&c. Et nisi, &c.*

ET est Concordia talis, scil. Quod prædicti *I.* & *L.* recogn. Manerium, Tenementa & reddit. prædict. cum pertin. esse jus ipsius *T.* ut illa quæ idem *T.* habent de Dono prædictorum *I.* & *L.* Et ill. remiss. & quiet. clam. de se & hered. suis præfat. *T.* & hered. suis in perpetuum. Et præterea prædict. *I.* & *L.* concess. pro se & hered. ipsius *I.* quod ipsi warrant. manerium, tenementa, &

& reddit prædict. cum pertin. præfat. T. & hered. ſuis contra ipſos J. & L. & hered. ipſius J. in perpetuum. Et pro hac, &c.

Suſſex. ſſ. Pr. R. W. *Militi* J. W. *Armigero*, H. W. *Armigero*, & T. W. *Armigero, quod juſte*, &c. *Ten.* H. A. *in Medicinis Doctori*, T. P. *Militi*, & R. T. *Armigero, Con.* &c. *de Manerio de* B. *cum pertin. Ac de decem & octo Meſſuagiis, ſex toftis, duobus Columbar. ſexdecim Gardinis, ſexdecim Pomariis, quingentis acris terræ centum acris prati, quingentis acris Paſturæ, centum acris boſci, quadraginta ſolidat. reddit. libera Warena, Viſ. Franc-Pleg. Catall. Waviat. & exthur. bonis & Catallis Felonum & fugitorum cum pertin. in* B. &c. *Et niſi*, &c.

ET eſt concordia talis, ſcil. Quod prædicti *R. I. H. W.* & *T. W.* recogn. prædict. Manerium, Tenementa, reddit. liberam Warrennam, Viſ. Franc. Pleg. Catalla, waviat. & exthur. & bona & catalla felon. & fugitorum cum pertin. eſſe jus ipſius *H. A.* ut ill. quæ idem *H. A. T. P.* & *R.* habent de dono prædictorum *R. I. H. W.* & *T. W.* Et illa remiſ. & quiet. clam. de ſe & hæred. ſuis prædictis *H. A. T. P.* & *R.* & hæred. ipſius *H. A.* in perpetuum. Et præterea prædictus *R.* conceſſ. pro ſe & hæred. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* & *R.* & hered. ipſius *H. A.* prædict. Manerium, Tenementa, reddit. liberam Warrennam, Viſc. Franc-Pledg. Catalla, Waviat. & exthur. & bona & catalla felon. fugitorum cum pertin. contra prædict. *R.* & hæred. ſuos in perpetuum. Et ulterius prædictus *J.* conceſſ. pro ſe & hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* & *R.* & hered. ipſius *H. A.* prædict. Manerium, Tenementa, reddit. liberam Warrennam, Viſ. Franc-Pledg. Catalla. Waviat. & exthur. & bona & Catalla felon. & fugitorum cum pertin. contra prædictum *I.* & hered. ſuos in perpetuum. Et etiam prædictus *H. W.* conceſſ. pro ſe & hered. ſuis, quod ipſi warrant. prædictus *H. A. T. P.* & *R.* & hered. ipſius *H. A.* prædict. Manerium, tenementa, reddit. liberam Warrennam. Viſ. Franc-Pledg. catalla. wavia. & exthur. & bona & catalla felon. & fugitorum cum pertin. contra prædict. *H. W.* & hæred. ſuos in perpetuum. Et etiam prædictus *T. W.* conceſſ. pro ſe & hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* & *R.* & hered. ipſius *H. A.* prædict. Manerium, Tenementa, Reddit. liberam Warrennam, Viſc. Franc-Pledg. Catalla, Waviat. & Exthur. & bona & catalla felon. & fugitorum cum pertin. contra prædictum *T. W.* & hered. ſuos in perpetuum. Et pro hac, &c.

Suſſex. ſſ. *Pr.* R. V. *quod juſte*, &c. *ten.* T. C. *Armigero*, J. C. *Armigero*, & A. C. *Armigero, Con.* &c. *de manerio de* S. *cum pertin. ac de uno Meſſuagio, uno Gardino, duobus Pomariis, triginta acris terræ, viginti acris prati, & decem acris Boſci, cum pertin. in* S. *necnon de Rectoria de* S. *cum pertin. ac de Advocatione Vicariæ Eccleſiæ de* S. *Et niſi*, &c.

ET eſt concordia talis, ſcil. Quod prædict. *V.* recogn. Manerium, Tenementa Rectoriam prædict. cum pertin. ac advocationem prædict eſſe jus ipſius *T.* ut ill. quæ idem *T. J.* & *A.* habent de dono prædicti *V.* Et ill. remiſ.

&

& quiet' clam' de ſe & hered' ſuis præfat' *T. J.* & *A.* & hered' ipſius *T.* in perpetuum. Et præterea idem *V.* conceſſ. pro ſe & hered' ſuis quod ipſi warran' prefat' *T. J.* & *A.* & hered' ipſius *T.* Manerium, Tenementa, & Rectoriam, cum pertin' ac advocationem prædict' contra ipſum *V.* & hered' ſuos, ac contra hered' *H. S.* Militis defunct. Patris ipſius *V.* ac contra hered' *W. S.* Militis defunct. Avi ipſius *V.* in perpetuum. Et pro hac, &c.

Wigor. ſſ. *Pr.* S. R. *generoſo* & H. *uxori ejus*, W. P. & L. *uxori ejus*, W. R. & M. *uxori ejus*, & J. H. & E. *uxori ejus*, *quod juſte*, &c. *ten.* W. R. *generoſo*, & R. G. *generoſo*, *Con.* &c. *de Manerio de* G. *cum pertin. ac de decem Meſſuagiis*, *ſexagint. acris terræ*, *octoginta acris prati*, *ſexaginta acris paſturæ*, *viginti acris boſci*, *decem acris Jampnorum & Bruer*, & *viginti ſolidat. reddit. nec non de omnibus & omnimod. decimis quibuſcunque creſcen. provent ſive renovan. de Manerio & Tenementis prædictis cum pertin. in* M. & C. *Et niſi*, &c.

ET eſt concordia talis, ſcil. Quod prædicti *S.* & *H. W. P.* & *L. W. B.* & *M.* & *J.* & *T.* recogn. prædict. Manerium, Tenementa, Reddit. ac decimas predict. cum pertin. eſſe jus ipſius *W. R.* ut ill. quæ idem *W. R.* & *R.* habent de dono prædictorum *S.* & *H. W. P.* & *L. W. B.* & *M.* & *J.* & *E.* Et ill' remiſ. & quiet' clam' de ſe & hered' ſuis prædictis *W. R.* & *R.* & hered' ipſius *W. R.* in perpetuum. Et præterea predicti *S.* & *H.* conceſſ. pro ſe & hæred' ipſius *H.* quod ipſi warrant. prædictis *W. R.* & *R.* & hered' ipſius *W. R.* prædict' Manerium, Tenementa, reddit' ac decimas prædict' cum pertin' contra ipſos *S.* & *H.* & hered' ipſius *H.* in perpetuum. Et ulterius predicti *VV. P.* & *L.* conceſſ. pro ſe & hered' ipſius *L.* quod ipſi warrant' prædictis W. R. & *R.* & hered' ipſius W. P. predict. Manerium, Tenementa, Reddit. ac decimas prædict' cum pertinen' contra ipſos W. P. & *L.* & hered' ipſius in perpetuum. Et inſuper predicti W. R. & *M.* conceſſ. pro ſe & hered' ipſius *M.* quod ipſi warrant' prædictis W. R. & *R.* & hered' ipſius W. R. prædict. Manerium, Tenementa, Reddit' ac decimas prædict' cum pertin. contra ipſos *W. R.* & *M.* & hered' ipſius *M.* in perpetuum. Et ulterius prædicti *J.* & *E.* conceſſ. pro ſe & hered' ipſius *E.* quod ipſi warran. prædictis *W. R.* & *R.* & hered' ipſius *W. R.* prædict' Manerium, Tenementa, Reddit' ac decimas prædict' cum pertin' contra ipſos *J.* & *E.* & hered' ipſius *E.* in perpetuum. Et pro hac, &c.

Hertf. ſſ. *Pr.* R. B. *Militi*, G. W. R. G. *generoſo*, & T. G. *quod juſte*, &c. *ten.* T. C. *Con.* &c. *de Manerio de* R. *cum pertin. ac de quatuor Meſſuagiis*, *tribus Cotagiis*, *duobus Molendinis aquaticis*, *ſexcentis acris terræ*, *centum acris prati*, *ducentis acris paſturæ*, & *quinq. ſolidat. reddit. cum pertinen.* R. & N. *nec non de Advocatione Eccleſiæ de* R. *Et niſi*, &c.

ET eſt Concordia talis, ſcilicet, Quod prædicti *R. B. G. R. G.* & *T. G.* recogn' Maner' ten' & reddit' prædict' cum pertinen' ac Advocationem prædictam, eſſe jus ipſius *T. C.* ut illa quæ idem *T.* habet de dono prædicto-

dictorum *R. B. G. R. G.* et *T. G.* Et ill' remiſ. et quiet' clam' de ipſis *R. B. G. R. G.* et *T. G.* et hered' ſuis prædicto *T. C.* et hered. ſuis in perpetuum. Et præterea idem *R. B.* conceſſ. pro ſe & hered' ſuis, quod ipſi warran' prædicto *T. C.* et hered' ſuis Manerium, ten' et reddit' predict' cum pertin' ac advocationem predictam contra predictum *R. B.* et hered' ſuos et contr' *T. B.* Armigerum, filium et hered' apparen' dicti *R. B.* Militis, in perpetuum. Et ulterius idem *G.* conceſſ. pro ſe et hered' ſuis, quod ipſi warran. predicto *T. C.* et hered' ſuis Manerium, ten' et reddit' predict' cum pertin' ac advocationem predictam, contra predictum *G.* et hered' ſuos in perpetuum. Et inſuper idem *R. G.* conceſſ. pro ſe et hered' ſuis, quod ipſi warran. predicto *T. C.* et hered' ſuis Manerium, ten' et reddit' predict' cum pertin' ac advocationem predictam, contra predictum *R. G.* et hered' ſuos in perpetuum. Et etiam idem *T. G.* conceſſ. pro ſe et hered' ſuis, quod ipſi warran' predicto *T. C.* et hered' ſuis Manerium, Tenementa, et Reddit' predict' cum pertin' ac advocationem predictam, contra predictum *T. G.* et hered' ſuos in perpetuum. Et pro hac, &c.

Devon. ſſ. Pr. N. L. *Armigero, quod juſte, &c. ten'* H. M. *Armigero, &* J. P. *Con' &c. de triginti Meſſuagiis, decem Cellariis, decem Shopis, tribus molendinis, uno Columbar' viginti gardinis, viginti pomariis, octogentis acris terræ, Centum acris prati, treſcentis acris Paſturæ, ſexaginta acris boſci, ducentis acris jampnorum & bruere, & duabus acris alneti, cum pertin. in* H. *&c. Ac de ſerviciis & operibus quibuſcunque tenen' Manerio de* H. *ſpectan' & pertin. Et niſi, &c.*

ET eſt concordia talis, ſcilicit, Quod prædictus *N.* recogn. Tenementa, et Servic', et opera tenen' cum pertin' eſſe jus ipſius *H.* ut ill. quæ idem *H.* & *J.* habent de Dono prædicti *N.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis prædictis *H.* & *J.* & hered. ipſius *H.* in perpetuum. Et præterea idem *N.* conceſſ. pro ſe & hered. ſuis, quod ipſi warran. prædictis *H.* & *J.* & hered. ipſius *H.* predicta Tenementa, & Servicia, & opera, tenen. cum pertin. contra predictum *N.* & hered. ſuos in perpetuum. Et pro hac, &c.

Dorc. ſſ. Pr. J. W. *quod juſte, &c. ten.* J. S. *Generoſo Con. &c. de uno Meſſuagio, uno horreo, uno Gardino, uno Pomario, Quadraginta acris terræ, quatuor acris Paſturæ, ac de Communia Paſturæ, pro quatuor equis, duobus bobus, & Centum & ſexagint. ovibus, cum pertin. in* C. G. *Et niſi, &c.*

ET eſt Concordia talis, ſcilicet, Quod predictus *J. W.* recogn' predicta tenementa, & Communiam Paſturæ prædict' cum pertin' eſſe jus ipſius *J. S.* ut ill' quæ idem *J. S.* habet de Dono prædicti *J. W.* Et ill' remiſ. & quiet' clam' de ſe & hered' ſuis prædicto *J. S.* & hered' ſuis in perpetuum. Et præterea prædictus *J. W.* conceſſ. pro ſe & hered' ſuis quod ipſi warrant' prædicto *J. S.* & hered' ſuis prædicta Tenementa & communiam Paſturæ predict' cum pertin' contra homines in perpetuum. Et pro hac, &c.

JACOBUS

JACOBUS Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ, Rex, Fidei Defensor, &c. Omnibus ad quos presentes Literæ nostræ pervenerint, salutem. Inspeximus pedem cujusdem finis levat' in Com' L. tempore Hen. tertii, quondam Regis Angliæ progenitoris nostri, de Recordo in Thesaur' Recept' Scaccarii nostri, infra nuper Abbathiam *Westm.* sub custod' thesaur' & Camerariorum nostrorum ibidem rem an' cujus quidem Recordi tenor' inter' al' sequit' in hæc verba. Hæc est final' Concordia facta in Cur' Dom. Regis apud *L.* in Craft' Assump' beatæ Mariæ, Anno regni Reg' *H.* filii Reg' *J.* 24, coram Roberto de Lexington, Rad' de Sulleg' Will' de Culewurth, Johan' de Nem, Roberto de Haya, & Warno Eng' Justic' Itinerantibus, & aliis Domini Regis fidelibus tunc ibi præsentibus, inter Richardum Abbem de Croyland, & Sim' Priorem de Spanding quer' per Nicholaum de Morteim & Richardum Glet' posit' loco ipsorum Abbis & Prioris, Ad lucrand' vel perdend. Et Will' de Albimaco per Arnald' de Bosco posit. loco suo ad lucrand' vel perdend' de hoc, quod idem Will' exigebat Communia in terr. ipsorum Abbis & Prioris in Croyland, Spanding, Pincebek, Langetoft' & Baston, dicit' ipsi nullam communiam habent in terr' ipsius Will' in Offinton, Caswick, & Talinton, nec idem Will' servic' eis fac' quare prædictam Commun' habere debeat, & unde Recogn' magnæ Assisæ suum fuit, inter eos in eadem Cur' scilicet, quod prædicti Abbas & Prior concess. pro se & Succes. suis, quod prædictus Will' & hæred' sui habent Commun' Pasturæ ad omnimod' aver' sua de Offinton, Caswik, & Talinton, in prædictis Maris. de Croyland, Spanding, Pincebek, Langetoft, & Baston, in perpetuum. Et pro hac concessione, fine, & concordia, idem Wilhelmus concess. pro se & hæred' suis, quod prædicti Abbas & Prior' & Succes. sui faciant commodum & proficuum suum in prædictis Marisc. de Croyland, Spanding, Pincebek, Langetoft, & Baston, Ita quod possint in prædictis Mariscis frustire, & terram inde excolere, sine impedimento vel contradictione ipsius Wilhelmi vel hæred' suorum salva eidem Will' & hæred' suis communia sua in prædictis Mariscis secundum quod prædict' est in perpetuum. Quæ omnia & singula præmissa ad requisitionem dilecti & fidelis subditi nostri Rogeri Manners Armig. sub sigillo Scaccarii nostri duximus exemplificand' per præsentes. In cujus rei testimonium.

Devon. ss. *Pr.* J. T. *Armigero, & M. uxori ejus* G. T. *generos. filio & hæred' appar' prædict'* J. T. *quod juste, &c. ten'* R. H. *generoso Cur' &c. de Manerio de* K. *cum pertin' ac de quatuor Toftis, quatuor Gardin' quarum' Pomer' quadraginta acris terræ, quindecim acris prati, quadraginta acris Pasturæ, centum acris jampnorum & bruere, & decem & septem' solidat' & octo denarior' reddit' cum pertin' in* K. *Et alia, &c.*

ET est concordia talis, scilicet, Quod prædicti *I. M.* & *G.* recogn' prædict' Maner' Ten' & Reddit' prædict' cum pertin' esse jus ipsius *R.* ut ill' quæ idem *R.* habet de Dono prædictorum *I. M.* & *G.* Et ill' remiser' & quiet' clam' de ipsius *I. M.* & *G.* & hæred' ipsius *I.* præfat. *R.* & hæred' suis in perpetuum. Et

Et preterea idem *I.* & *G.* conceſſ. pro ſe & hered. ipſius *I.* quod ipſi warrant' tenementa, Tenementa, & Reddit' prædict. cum pertin. præfat. *R. H.* & hered. ſuis contra ipſos *J.* & *G.* & hered. ipſius *I.* in perpetuum. Et pro hac, &c.

Berks. ff. *Pr.* J. B. *ſeniori &* K. *uxori ejus,* & J. B. *quod juſte,* &c. *ten.* S. M. *generoſo Con.* &c. *de uno Meſſuagio, uno horreo, duabus acris terræ, quatuordecim acris prati, & quadraginta & duabus acris Paſturæ, cum pertin. in* G. *ac de libera piſcaria in aqua de* E. *Et niſi,* &c.

ET eſt Concordia talis, ſcil. Quod pred' *J.* & *K.* & *J.* recogn. prædict' Tenementa, & liberam piſcariam cum pertin' eſſe jus ipſius *S.* ut ill' quæ idem *S.* habet de dono prædictorum *J.* & *K.* & *J.* Et ill' remiſſ. & quiet. clam. de ſe & hered' ſuis prædicto *S.* & hered' ſuis in perpetuum. Et preterea idem *J.* & *K.* conceſſ. pro ſe & hered' ipſius *J.* quod ipſi warrant' prædicto *S.* & hered. ſuis, predicta ten. & liberam piſcariam, cum pertin. contra ipſos *I. B.* & *I.* hered' ipſius *I.* in perpetuum. Et ulterius idem *I. B.* conceſſ. pro ſe & hered' ſuis quod ipſi warrant' prædicto *S.* & hæred' ſuis predict' ten' & liberam piſcariam, cum pertin' contra prædict' *I. B.* & hered. Et pro hac, &c.

War. ff. *Pr.* T. H. *generoſo &* F. *uxori ejus, quod juſte,* &c. *ten.* J. H. *Armigero, &* A. B. *Armigero, Con.* &c. *de duobus Meſſuagiis, Octo Cottagiis, novem Gardinis, novem Pomariis, Centum acris terræ, Centum acris prati, ducentis acris Paſturæ, Centum acris boſci, quinquaginta acris Jampnorum & bruere, & viginti acr. terræ, aqua cooperta, cum pertin. in* S. *Et niſi,* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *T.* & *F.* recogn' prædicta Ten. cum pertin' eſſe jus ipſius *I.* ut ill' quæ idem *I.* & *A.* habent de dono prædict' *T.* & *F.* Et ill' remiſ. & quiet' clam' de ſe & hered' ſuis præfat. *I.* & *A.* & hered' ipſius *I.* in perpetuum. Et preterea idem *T.* & *F.* conceſſ. pro ſe & hered' ipſius *T.* quod ipſi warrant' prædictis *I.* & *A.* hered' ipſius *I.* prædicta Tenementa cum pertin' contra ipſos *T.* & *F.* & hæred' ipſius *T.* in perpetuum. Et pro hac, &c.

Dor. ff. *Pr.* H. M. *generoſo &* A. *uxori ejus quod juſte,* &c. *ten.* T. H. *Armigero Con.* &c. *de uno Meſſuagio, uno Cottagio, quadraginta acris Terræ, quadraginta acris Prati, quadraginta acris Paſturæ, & decem acris jampnorum & bruer. cum pertin. in* B. *Et niſi,* &c.

ET eſt Concordia talis, ſcil. Quod predict' *H.* & *A.* uxor ejus conceſſ. prædicto *T. H.* Ten' prædict' cum pertin' & ill' eo reddidit, &c. habend' & Tenend. præfat. *T.* & Aſſign. ſuis a Feſto Sancti Joh. Baptiſtæ nunc ult. præterit. pro termino novem annorum ex tunc prox. ſequen. & plenarie complend. Reddend' inde annuat' præfat' *T.* & hæred' ſuis Annualem reddit. viginti librar. legalis monetæ Angliæ, ad Feſtum Sancti Michaelis Arch' Nat' Domini, Annunc' beatæ Mariæ Virg' & Sancti Joh. Baptiſtæ, per equales portiones duran. termino prædict' ſolvend. Et prædict' *H. A.* conceſſ. pro ſe & hered. ipſius *H.*

quod ipſi warrant. Ten. prædict. cum pertin. præfat. L. H. & Aſſign. ſuis ... totalino prædicto & ſubter reddit. prædictum contra ſeipſos & hær. & Aſſign. ipſius H. Et pro hac, &c.

Devon. ff. *Pr.* N. L. *Armigero quod juſte, &c. ten.* H. M. *Armigero &* P. *Con.* &c. *de triginta Meſſuagiis,* &c. *cum pertin. in* H. *Et* &c.

ET eſt concordia talis, ſcilicet, Quod prædicti *N. L.* conceſſ. eidem *R.* Ten. prædict. cum pertin. ac Advocationem. præd. Et. ill. eis reddid. in eadem Cur. Habend. & Tenend. eiſdem *H. M.* & *J. P.* poſt mortem ſuperviventis præd. *H. M.* & *J. P.* ad finem termin. viginti unius Annor. tunc proxim. ventur. & plenar. complend. & finiend. Reddendo inde annuat. dicto *N. L.* & hæred. Maſcul. corporis ejus exeun. unum granum piperis. Ad feſtum Sancti Mic. Arch. tantum, toto term. præd. Et præd. *N. L.* & hæred. ſui warrant. Ten. præd. cum pertin. ac Advocationem præd. eiſdem *H. M.* & *J. P.* &c. ut præfertur, durante toto termin. præd. Et pro hac, &c.

Ebor. ff. *Pr.* L. S. *prænobilis ordinis Garterii Militi, Duci* L. *quod juſte, &c. ten. nobis. Con. inter nos & præfati.* L. *facl. de Maner. de* T. & S. *cum pertin. ac de tribus Millibus Meſſuag. Quingentis boſcis, decem Millibus land. viginti Columbar. Mille Gardin. decem Millibus acrar. trec. quinq; millibus acrar. prati, ſex Millibus acrar. Paſturæ, duob. Millibus acrar. boſci, decem Millibus acrar. jampnorum & brueri. decem librat. reddit. & reddit. ſexaginta gallinar. cum pertin. in* T. &c. *Nec non de libera Piſcaria in aqua de* B. *infra prædict. Man. de* S. *Nec non de Viſ. Franc. Pleg. & quicquid ad Viſ. Franc Pleg. cum pertin. in* T. *Et niſi, &c.*

ET eſt Concordia talis, ſcilicet, Quod prædict. *L.* recogn. prædicta Ten. reddit. liberam piſcar. liberam Warren. ac Viſ. Franc. Pleg. cum pertin. eſſe jus ipſius Domini Regis, ut ill. quæ idem Dominus Rex habet de dom. prædict. *L.* Et ill. remiſ. & quiet. clam. de ſe & hæred. ſuis præfat. Domino Regi hæred. & Succeſſor. ſuis in perpetuum. Et pro hac recogn. remiſ. quiet. clam. fine & Concordia idem Dominus Rex conceſſ. præfat. *L.* hæred. & Aſſign. ſuis præd. Maner. Ten. Reddit. liberam piſcar. liberam Warren. & Viſ. Franc. Pleg. prædict. cum pertin. Tenend. eod. de Domino Reg. hæred. & ſucceſſor. ſuis, ut de Maner. ſuo de *E.* in Com. ſuo *K.* in libero Socagio, per fidelitatem tantum pro omnibus Servitiis, exaction. & demand. Ac reddendo inde annuat. eidem Domino Regi, hæred. & ſucceſſor. ſuis, Octoginta & novem libr. tres ſolid. & unum quadrant. legalis monetæ Angliæ, ad Feſta Sancti Mich. Arch. & Annunc. beatæ Mariæ Virg. ad recept. Scaccarii ipſius Domini Regis hæred. & Succeſſor. ſuor. ſuis ad manus Vic. Ballivor. vel receptor. præmiſſor. pro tempore exiſten. per equales portiones annuat. ſolvend. in perpetuum. Et præterea idem Dominus Rex. conceſſ. pro ſe, hæred. & ſucceſſ. ſuis, quod ipſi warran. predict. Man. ten. Reddit. liberam. piſcar. liberam Warren, & Viſ. Franc. Pleg. predict. cum pertin. præfat. *L.* hered. & Aſſign. ſuis contra ipſum Dom. Regem, hered. & Succeſſores ſuos, in perpetuum.

Wigo-

Wigor. ff. Pr. W. C. *generoſo, quod juſte, &c. ten.* A. S. *generoſo Con. &c. de Manerio de* A. *cum pertin. ac de Quadraginta Meſſuag. viginti Cotag. viginti boſcis, duobus molendinis aquaticis, duobus Columbar. triginta Gardinis, viginti Pomar. Mille & Octingentis acris terræ, ſexcentis acris prati, duobus milibus acrar. Paſturæ, ſexcens. acris boſci, Mille & ſexcens. acr. jampnorum & bruere, trecentis acris Moræ & triginta ſolidat. reddit. cum pertin. in* A. *&* D. *Et niſi, &c.*

ET eſt concordia talis, ſcilicet, Quod prædict. *W.* conceſſ. prædicto *A.* prædict. Maner. Ten. & Reddit. cum pertin. Et ill. ei reddidit, &c. habend. & tenend. eid. *A.* a Feſto Annunc. Beatæ Mariæ Virg. ult. præter. uſque finem ſeptem ſeptuaginta annos ex tunc prox. ſequend. & plenarie complend. Reddend. inde annuat. prædicto *W.* & hæred. ſuis, Quinque libras legalis monetæ Angliæ, ad Feſt. Sancti Mich. Arch. annuat. ſolvend. toto termino prælicto. Et prædictus *W.* & hered. ſui warrant. prædicto *A.* Maner. Ten. & Reddit. cum pertin. ſicut pred. eſt, contra omnes homines toto termino prælicto. Et pro hac, &c.

Wigor. ff. Pr. W. C. *Armigeri, quod juſte, &c. ten.* A. S. *Armigero, Con. &c. de Maner. de* S. *cum pertin. ac de Quadraginta Meſſuagiis, Viginti Cotagiis, viginti duobus molendinis aquaticis, duobus Columbar. Triginta Gardinis, Triginta Pomariis, Mille & Octingentis acris boſci, Mille & Quingentis acris jampnorum & bruere, ducentis acris Moræ, & Triginta ſolidat. reddit. cum pertin. in* S. *&* A. *Et niſi, &c.*

ET eſt concordia talis, ſcilicit, Quod prædictus *W.* recogn. prædict. Maner. Ten. & Reddit. cum pertin. eſſe jus ipſius *A.* ut ill. quæ idem *A.* habet de Dono prædicti *W. C.* Et ill. remiſer. & quiet. clam. de ſe & hered. ſuis prædict. *A.* & hered. ſuis in perpetuum. Et preterea prædict. *W.* conceſſ. pro ſe & hered. ſuis, quod ipſi warrant. prædicto *A.* & hered. ſuis prædict. Manerium, Tenementa, & Reddit. cum pertin. contra omnes homines in perpetuum. Et pro hac, &c.

GRANTS.

A Grant of Lands in Exchange, Penned by Edmund Plowden, *Esquire.*

First Grant.

THis Indenture, &c. Between *E. M.* &c. of the one part, and *J. P.* on the other part, Witnesseth, That the said *E. M.* hath given and granted, and by these presents, doth give and grant unto the said *J. P.* one Croft or Close of Freehold-Land, called or known by the name of *B.* &c. with all and every of their Appurtenances, situate, lying and being in *W.* in the County of *B.* for and in exchange for all the Lands, Tenements and Hereditaments of the said *I. P.* called or known by the

Habend.

name of, &c. in *W.* aforesaid in the said County of *B.* To have and to hold the said Croft or Close, &c. to the said *I. P.* his Heirs and Assigns for ever, for, and in exchange, of and for the said Lands, Tenements, and Hereditaments called *W.* with the Appurtenances. And the said *E. M.* doth Covenant, &c. to free it from Incumbrances. And the said *I. P.* hath likewise on his part given and granted, and by these Presents, doth fully, freely, and absolutely give and grant unto the said *E. M.* his Heirs and Assigns, all those Lands, Tenements, and Hereditaments aforesaid, with the Appurtenances, commonly called or known by the name of *W.* situate lying and being in *W.* aforesaid in the said County of *B.* To have and to hold the said Lands, Tenements, Hereditaments, &c. to the said *E. M.* his Heirs and Assigns for ever, for and in exchange of and for the said Croft or Close of Land called *B*, &c.

To free from Incumbrances.

The like for the other.

A Covenant that it is free from Incumbrances, &c.

A Grant of a Freehold Estate in Land for term of life.

Recital of the Indenture Tripartite.

THis Indenture made, &c between *M. L.* and *I.* his Wife, late the Wife of *T. D.* of the one part, and *I. F.* of the other part; Whereas *A. I.* natural Mother of the said *M.* by Indenture *Tripartite*, &c. for and in con-

conſideration of a Marriage then to be had between the ſaid *M.* and *J.* and towards the accompliſhment of certain Bonds, Promiſes, Covenants, and Agreements made upon conſideration of the ſaid Marriage, and for divers other conſiderations, as in the ſaid Indenture **Tripartite** is expreſſed, hath Covenanted and Granted, to and with *R. S.* and *W. F.* their Heirs, Executors, and Aſſigns, That ſhe the ſaid *A.* and all perſons that then were ſeiſed &c. ſhould ſtand and be of the ſame Meſſuages, Tenements and Premiſſes, with their Appurtenances ſeiſed, to the uſe of the ſaid *A.* for and during her natural life; and after her deceaſe, to the uſe of the ſaid *M.* and *J.* his Wife, for and during the natural lives of the ſaid *M.* and *J.* and of the longer liver of them; and afterwards to ſuch further uſes as the ſaid in Indenture **Tripartite** are declared. **Now** the ſaid *M.* and *J.* his Wife, for and in conſideration of the ſum of 100 l. of, &c. whereof, &c. have given, granted, aliened, bargained and ſold, and by theſe Preſents, &c. to the ſaid *J. F.* and his Aſſigns, all the ſaid two Meſſuages, &c. and all other the Premiſſes, and the ſaid Indenture **Tripartite**, and all the Eſtate, Right, Title, Intereſt and Demand whatſoever, which they the ſaid *M. L.* and *I.* his wife, or either of them, have or hath, or ought to have, to, of, and in the ſaid two Meſſuages and Tenements, and all other the Premiſſes, with the Appurtenances, or any part or parcel thereof, **To have and to hold** the ſame two Meſſuages and Tenements with the Appurtenances, and all and ſingular other the Premiſſes to the ſaid *I. F.* and his Aſſigns, immediately from the day of the date of theſe preſents, by and during all the terms of the natural lives of the ſaid *M.* and *I.* his wife, and of the life of the longer liver of them. **And** the ſaid *M.* for himſelf and for the ſaid *I.* his wife, his Executors, and Adminiſtrators, doth covenant, &c. that the ſaid two Meſſuages and other the Premiſſes, are, and from henceforth during the lives of the ſaid *M.* and *I.* and the life of the longer liver of them, ſhall abide and continue to the ſaid *I. F.* and his Aſſigns clear and free diſcharged and acquitted of, and from all and every former Grants, Charges and Incumbrances whatſoever before the enſealing, knowledging and Inrolling of theſe Preſents, made, done or agreed unto, or to be had, &c. by the ſaid *M.* and *I.* or either of them. **In Witneſs**, &c.

In this Habendum, *the word* (Heirs) *is good to be uſed, and warrantable by a Caſe* 24 H. 8. *in* Brook, *Title*, Forfeiture of Lands 87.

See Dyer, 321. Part 22. *Grant by Fine by Tenant for life of his Eſtate.*

A Grant to retain two Benefices.

TO all Chriſtian People, to whom this preſent writing ſhall come to be ſeen or read, *T. B.* Kt. Lord *B.* ſendeth Greeting, in our Lord God everlaſting. **Whereas** by the Act and Statute made at the Parliament holden at *W.* in the 21 year of the Reign of our late Soveraign Lord *K. H.* the 8th. It was Enacted and provided amongſt other things, That the Chancellor of *England* for the time being, and every Baron and Knight of the Garter may have and retain in his Service, 3 Chaplains, whereof every one ſhall or may purchaſe Licenſe or Diſpenſation, and retain, have and keep two Parſonages or Bene-

Recital of the Act of Parliament.

Barons Certificatt.

Benefices with Cure of Souls. **Know ye** therefore, That I the ſaid Lord B. being one of the Barons of this Realm of *England*, do Notifie, Declare, and by this my preſent writing do give knowledg, That *R. R.* Clerk is my retained Chaplain and Houſhold-Servant; By reaſon whereof, the ſame *R.* may receive, keep and take the Priviledg, Commodity and Advantage of the ſaid Statute, in every point according to the true meaning of the ſame Act, Proviſo, or Statute, by any Baron by the ſame provided, given, ordained or declared. **In Witneſs**, &c.

A Grant of a Reverſion.

Recital of the Indenture of Bargain and Sale.

This Indenture made, &c. Between *J. B.* &c. of the one part, and *J. N.* of the other part. **Whereas** the ſaid *J. B.* by his Indenture bearing date the firſt day of *A.* laſt paſt, for the conſiderations in the ſame Indenture expreſſed, did grant, bargain, and ſell to *C. W.* &c. all thoſe parcels of Land in *B.* aforeſaid, &c. and the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and every his Meſſuages, Lands, Tenements, and Hereditaments, before mentioned, **To have and to hold** the Meſſuages, Lands, Tenements, and Hereditaments, and other the Premiſſes, unto the ſaid *C. W.* his Executors, Adminiſtrators, and Aſſigns, from the Enſealing and Delivery of the ſaid recited Indenture, until the firſt day of *M.* now next following. **Now this Indenture witneſſeth**, That the ſaid *J. B.* for and in conſideration of a marriage already had and ſolemnized between him the ſaid *J. B.* and *M.* his now Wife, and for a competent Joynture to be made and provided for the ſaid *M.* doth by theſe preſents give and grant to the ſaid *J. N.* the Reverſion of all and every the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with their, and every their Appurtenances, ſo granted, bargained, and ſold, in, or by the ſaid recited Indenture, to the ſaid *C. W.* **To have and to hold** the ſaid Reverſion of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, unto the ſaid *J. N.* and his Heirs, to the only uſes, intents, and purpoſes, herein after particularly following, **That is to ſay**, of, for, and concerning all and every the ſaid Meſſuages, Lands, Tenements, and Hereditaments in *B.* aforeſaid, to the uſe and behoof of *J. B.* and *M.* his Wife, for and during their natural lives, and the life of the longeſt liver of them, for the Joynture of the ſaid *M.* and from and after their deceaſe, then to the uſe and behoof of the Heirs of the ſaid *J. B.* which he ſhall beget on the body of the ſaid *M.* And for want of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *J.* for ever; and of, for, and concerning the ſaid Meſſuages and Tenements in *C.* aforeſaid, to the uſe and behoof of the ſaid *J. B.* and *M.* for the Joynture of the ſaid *M.* and after their deceaſe, to the uſe of the right Heirs of the ſaid *J. B.* for ever. **And** the ſaid *J. B.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth by theſe Preſents covenant and grant to and with the ſaid *J. N.*

Grant for a competent Joinrure.

Habend.

N. his Heirs, Executors, Adminiſtrators, and every of them, that if ſhe the ſaid *M.* ſhall happen to ſurvive him the ſaid *J. B.* that then ſhe the ſaid *M.* and her Aſſigns, ſhall, or lawfully may, for and during all the term of her natural life, have, hold, and quietly and peaceably enjoy the ſaid Meſſuages, Lands, Tenements, and Hereditaments aforeſaid, and every of them, with their and every of their Appurtenances, according to the effect and true meaning of theſe preſents, without any lawful let, trouble, moleſtation, charges, or eviction, of, or by any perſon or perſons, any thing therein having or lawfully claiming by, from, or under the ſaid *J. B.* the ſeveral Leaſes now in being to any the ſaid Tenants, of any part of the ſaid Premiſſes, not exceeding the term of 21 years only excepted. In Witneſs, &c. *Exception.*

The Indorſement upon this Deed.

MEMORANDUM, *That the recited Deed within mentioned, made from the within named* J. B. *to the within named* C. W. *was this preſent* 6th *day of* A. 1659. *Sealed and delivered by the ſaid* J. B. *as his Deed. And afterwards the ſaid* C. W. *did enter into every ſeveral parcel of the Meſſuages and Lands, within written, and did take full and peaceable poſſeſſion thereof, which being done. Theſe Preſents were ſealed and delivered by the ſaid* J. B. *to the ſaid* J. N. *And the ſaid* C. W. *did attorn to the ſaid Grantee, by delivery of one penny to the ſaid* J. N. *Witneſs of all the Premiſſes.*

A Grant of a Clarkſhip of a Court.

H. Earl of *D.* Lord St. and St. Lord of *Man*, &c. To all to whom theſe Preſents ſhall come, ſendeth Greeting in our Lord God everlaſting. Know ye, That I the ſaid Earl, for divers conſiderations me thereunto moving, and ſpecially for and in regard of the good and faithful ſervice heretofore to me done, and hereafter to be done to me and my Heirs, by my Servant *J. D.* Gent. Have given and granted, and by theſe Preſents, do give and grant unto my ſaid Servant, the Office, Room, and Place of Clark, of all and ſingular his Majeſties Courts, Hallimotes, Leets, Wapentakes, Hundreds, Swanimotes, and all other his Majeſties Courts whatſoever, within the Hundred and Foreſt of *M.* in the ſaid County of *C.* Together with the Fees and Allowances thereunto belonging, in as large, ample, and beneficial manner, as *R. H.* now Clark, there holdeth or enjoyeth the ſame. To have, hold, exerciſe, and enjoy the ſaid Office, Room, and Place of Clark of the ſaid Courts, Hallimotes, Leets, Wapentakes, Hundreds, Swanimotes, and other Courts whatſoever, within the ſaid Hundred and Foreſt of *M.* aforeſaid, unto my ſaid Servant and his Aſſigns, to be kept by his ſufficient Deputy or Deputies, to be named by the ſaid *I. D.* by and *Grant.* *Habend.*

with the conſent of me the ſaid Earl, or my Heirs: Together with the ſaid Fees and Allowances, immediately from and after the expiration and forfeiture, or making void, by any lawful way or means, of one grant thereof, heretofore made by the ſaid *R. H.* for a certain Term yet induring, unto the end of the Term of 21 years from thence next following, and fully to be compleat and ended, if he the ſaid *I. D.* ſo long ſhall live. Willing and commanding as well all and every of my Deputy-Stewards; as alſo all Bailiffs, and other Officers, Tenants, Reſiants, and Inhabitants, within the ſaid Hundred of *M.* and every of them, to be aiding and aſſiſting unto my ſaid Servant, and his ſufficient Deputy or Deputies, (to be allowed as aforeſaid) in the due execution of the ſaid Office, as to them and every of them (in reſpect of my ſervice) ſhall appertain. *Proviſo.* **Always Provided,** That if it fortune the ſaid *I. D.* to die before ſuch time, as he or his Deputy, be by any lawful manner of means admitted to the Exerciſe of the ſaid Office; Then I the ſaid Earl, do covenant, promiſe, and grant, for me, my Heirs, Executors, and Adminiſtrators, by theſe preſents, to and with the ſaid *I. D.* his Executors and Adminiſtrators, and every of them, to pay, or cauſe to be paid unto the Executor or Adminiſtrator of the ſaid *I.* the ſum of 10 l. of lawful *Engliſh* money, within one year next after the death of the ſaid *I.* And this ſhall as well be a ſufficient Warrant and Diſcharge to all and ſingular my Bailiffs, and other Officers, within the ſaid Hundred and Foreſt, as alſo to every my Auditor and Auditors for the time being, for payment and allowance of the ſaid Fees and Allowances, from time to time, during the ſaid Term, to my Servant, or his ſufficient Deputy as aforeſaid. **Given under my Hand and Seal,** &c.

A Grant of a Leet, Park, and free Warren.

H*Enry* the 8. by the Grace of God of *England* and *France* King, and Lord of *Ireland*; **To all to whom** theſe our preſent Letters ſhall come, Greeting. **Know ye,** That We of Our ſpecial Grace, and of our certain knowledg, and meer motion, Have given and granted, and by theſe preſents do give and grant for us, and our Heirs, unto our well beloved in Chriſt *R. A.* Eſq; Leet or view of *Franck-Pledge* within the Town of *M.* in and through his whole Lordſhip and Mannor of *M.* in the County of *L.* of all his Tenants, their Heirs and Aſſigns there being, and of all Reſiants and Inhabitants which now are, or hereafter ſhall be, within the ſaid Lordſhip, Mannor, and Town aforeſaid, with Courts of View, and *Franck-Pledge* there yearly to be holden. We do alſo grant unto the ſaid *R. A.* his Heirs and Aſſigns, all and ſingular Fines and Amerciaments, & alſo all other things which to ſuch Leet or view of *Franck-Pledge* do belong, or may or ought to belong by any means within the Mannor and Town aforeſaid; To have, receive, and exerciſe the Leet, view of *Franck-pledge*, and Court aforeſaid, and all other the Premiſſes whatſoever, to the ſaid *R.* his Heirs and Aſſigns, without any Accompt or Rent, or *Grant.*

any

any other thing to Us, Our Heirs, or Succeſſors, to be yielded, paid, or made beſides one Red-Roſe only to be paid unto us, Our Heirs or Succeſſors, at the Feaſt of Saint *I.* We will alſo, that the ſaid *R.* or his Heirs, by pretext of the Occupation or uſe of the Leet aforeſaid, or other the Premiſſes, by Us, or Our Heirs or Succeſſors, or by any of our Juſtices, Sheriffs, Eſcheators, Bailiffs, or other our Miniſters whatſoever, be not proſecuted in any of the Courts of Us, or our Heirs; nor troubled, moleſted, or vexed; nor that any Miniſter of Us, or Our Heirs, into the Lordſhip or Mannor aforeſaid, for the Premiſſes, or any of them for us, our Heirs or Succeſſors, in any wiſe to meddle. **And moreover**, of our greater Special Grace, We do by theſe Preſents give and grant for us and ours Heirs, to the ſaid *R. A.* that he and his Heirs for ever, have the liberty of one Park for Wild Beaſts, and alſo free Warren in all his Demeſne Lands, of, and within his Mannor or Lordſhip of *M.* aforeſaid, with all Liberties, which to ſuch liberty of Park and Warren do belong or appertain. To have, enjoy, and exerciſe the ſaid liberty of Park and Warren, to the ſaid *R. A.* and his Aſſigns, in all his Demeſne Lands aforeſaid. **Provided alſo**, That the ſame Lands be not within the Bounds of our Foreſt. So that no man may enter into thoſe Lands to hunt in them, or to take any thing in them, which to a Park or Warren do belong, without the licence and good will of the ſaid *R.* and his Heirs, under the pain of forfeiting to us 10 l. Wherefore we will and Command for us and our Heirs, that he and his Heirs have free Warren in all his Demeſne Lands aforeſaid. **Provided nevertheleſs**, That the ſame Lands be not within the bounds of our ſaid Foreſt, as is aforeſaid. So that no man may enter into the ſaid Lands to hunt in them, or to take any thing which to a Warren belongeth, without the leave and good will of the ſaid *R.* and his Heirs, under the forfeiture of 10 l. to us as is aforeſaid. For that there is no expreſs mention of the true yearly value, or any certainty of the Premiſſes, or any of them, or of any Grant or Grants heretofore to the ſaid *R.* by us, or by any of our Progenitors, appeareth to be made. Or any Statute, Act, Ordinance, or Proviſion, to the contrary publiſhed, made or provided, or any other cauſe or matter to the contrary notwithſtanding. **In witneſs whereof**, We have cauſed theſe our Letters to be made Patents. Witneſs our ſelf at *L.* the 10th day of *M.* in the 15th year of our Reign.

Further Grant.

Proviſo.

Another Proviſo, be not within the bounds of the Foreſt.

A Grant of a Stewardſhip.

TO all to whom theſe Preſents ſhall come, *I.* Lord Marqueſs *W.* and *C.* Lord *Strafford* his Son and Heir apparent, ſend Greeting. **Know ye**, that the ſaid Lord *M.* and *C.* Lord *Saint John*, in conſideration of the good and acceptable ſervice already done and performed, and hereafter to be done and performed to them, and either of them, and for divers other good cauſes and conſiderations, them thereunto eſpecially moving. Have for them, their Heirs

Conſideration of ſervice done and to be done.

Grant. Heirs and Aſſigns, and the Heirs and Aſſigns of the Survivor of them. Given and granted unto *D. W.* of *L.* Gent. the Office of Chief Steward, and the place and execution of Chief Stewardſhip of all and ſingular the Lordſhips, Mannors, Lands, Tenements and Hereditaments of them the ſaid *I.* Lord M. *W.* and *C.* Lord *Saint* I. or either of them within the Realm of *England*, and Dominion of *Wales*, whereof they, or either of them are now ſeized, or hereafter ſhall be ſeized. Or whereof any perſon or perſons whatſover are now ſeized, or ſhall hereafter be ſeized for the uſe and truſt for them, or any of them, their, or either of their Heirs, Executors, or Aſſigns of any Eſtate whatſoever. And the holding and keeping of all Courts, Courts-Leet, views of *Franck-Pledge*, and of all other Courts of what kind ſoever the ſame be, now belonging or appertaining to them the ſaid Lord M. *W.* and *C.* Lord *Saint I.* or either of them, or which hereafter ſhall belong to them, or either of them, as being ſeized thereof, or to them or either of them, upon any uſe, or by reaſon of any Truſt of any Eſtate ſetled in any other perſon or perſons for their uſe, or in truſt for them, or either of them. And which have been accuſtomed, or uſed to be holden and kept within all and every, or any of the Lordſhips, Mannors, Lands, Tenements and Hereditaments of the ſaid *I.* Lord M. *W.* and *C.* Lord *Saint I.* or either of them which they now have, or ſhall hereafter at any time have, or which any other perſon or perſons now have, or ſhall have in truſt for them, or either of them, their, or either of their Heirs, Executors or Aſſigns, within the Realm of *England*, or Dominion of *Wales*, or either of them, in ſuch ſort, manner and form, and at ſuch place and places, and at ſuch days and time, at ſuch Courts, as any of them, have heretofore been uſually kept and holden. **And alſo** the ſaid *I.* Lo. M. *W.* and *C.* Lo. *Saint* I. do further by theſe preſents for them, and either of them, and their Heirs,

Deputation of Solicitation. conſtitute, ordain, and depute the ſaid *D. W.* to be Solicitor for them and every of them, with full and abſolute power hereby given to the ſaid *D. W.* for them, and in their, and every of their names and ſteads to ſolicite, proſecute and follow, all and all manner of Actions, Suits, Troubles, and Affairs whatſoever, whether in Law or equity which now do, or in any for whatſoever hereafter ſhall or may concern the ſaid *I.* Lo. M. *W.* and *C.* Lo. *Saint I.* or either of them, for or by reaſon of any Lordſhips, Mannors, Lands, Tenements and Hereditaments of them, or either of them within the Realm of *England*, or Dominion of *Wales* whereof they, or either of them are poſſeſſed or ſeized, or any perſon or perſons for them: Or any other cauſe whatſoever, as well in all, and every ſuch Action or Actions, Suit or Suits, of or in any kind whatſoever, either in Law or equity, as ſhall be brought by the ſaid Lo. M. *W.* and *C.* Lo. *Saint I.* or either of them, againſt any perſon or perſons whatſoever; as alſo in all Actions and Suits of any kind, to be brought againſt them, or either of them, in any Court or Courts of Juſtice, and before any Judg or Judges, for any cauſe whatſoever, for his reaſonable Salary and allowance in that behalf. *Habend.* **To have**, hold, occupy, exerciſe and enjoy the aforeſaid Office of chief Steward, the place and Execution of the chief Stewardſhip, overſight and government in that behalf, of all and ſingular, the Lordſhips, Mannors, Lands, Tenements and Hereditaments,

of

of the ſaid *I.* Lo. *M. W.* and *C.* Lo. *Saint I.* or either of them, which they or either of them, or any other perſon or perſons whatſoever, now have, or hereafter ſhall have in Truſt, or to the uſe of them, or either of them, their or either of their Heirs, or for any other Eſtate whatſoever, and the holding and keeping of all, and all manner of Courts uſually held and kept within the ſame: Together, with all, and all manner of Fees, Wages, Rewards, Profits, Advantages and Emoluments to the ſaid Office of chief Steward, or chief Stewardſhip of all the Lordſhips, Mannors, Lands, Tenements and Hereditaments of them the ſaid *I.* Lo. *M.* of *W.* and *C.* Lo. *Saint I.* or either of them, which they now have, or which any other perſon or perſons now have, or hereafter ſhall have for them, or either of them, belonging, or in any wiſe appertaining, or at any time heretofore accuſtomed and uſed to be paid, rendred or received, to, or by the chief Steward or Stewards there for the time being, for, or by reaſon of the ſaid Office or Stewardſhip, or being chief Steward of the ſame.

Of the Clarkſhip of the Peace, by a Cuſtos Rotulorum.

TO all to whom this preſent Writing ſhall come, *A. E.* of *N.* Lo. of the Honours of *C.* and *P.* Lo. *P. L. P. F. P. B.* and *L.* Knight of the moſt Noble Order of the Garter, and *Cuſtos Rotulor.* of the County of *N.* ſendeth Greeting. Know ye, That I the ſaid *E.* relying upon the faithfulneſs, dili- *Conſideration.*
gence and circumſpection of *S. L.* of, &c. in the County of *N.* Gent. in and about the Execution of the Office of the Clarkſhip or Clark of the Peace of the ſaid County of *N.* And alſo, for divers other good Cauſes and Conſiderations thereunto eſpecially moving, have aſſigned, given, granted and *Grant.*
appointed, and by this my preſent writing, have confirmed to the ſaid *S. L.* the Office of Clarkſhip, or Clark of the Peace of the ſaid County of *N.* and him the ſaid *S. L.* Clark of the ſaid Office of Clarkſhip, or Clark of the Peace of the County aforeſaid, from time to time, ſo long as he ſhall behave himſelf well in the ſaid Office, I do make, ordain and conſtitute in theſe preſents, To have, enjoy, execute and occupy the ſaid Office of Clarkſhip, or Clark of the Peace of the ſaid County, by himſelf, or his ſufficient Deputy, or Deputies, ſo long as he ſhall behave himſelf well therein, with all and ſingular Fees, Preheminences, Allowances, Profits, Emoluments and Commodities whatſoever, to the ſaid Office, any way belonging or appertaining, in as full and ample manner and form, as any other heretofore, executing and having the ſaid Office of Clarkſhip, or Clark of the Peace, had, enjoyed, received, or ought to have, enjoy, or receive, for the execution of the ſaid Office. In Witneſs, &c.

A Grant of an Extent.

Recital of the Recognizance.

THis Indentute made, &c. between *I. D.* of the Town of *S.* in the County of *S.* Gent. and *W. D.* of, &c. Witneſſeth, That whereas *E. S.* by the name of *E. S.* Eſquire, the firſt day of *M.* in the year, &c. by one Recognizance taken, knowledged, and ſealed before Sir *R. K.* Knight, Lord Chief Juſtice of *England*, according to the form of the Statute for recovery of Debts in that caſe provided, ſtandeth bounden to the ſaid *A. B.* in the ſum of 400 l. of lawful *Engliſh* money, payable at the Feaſt of *N.* then next following, as by the ſaid Recognizance more at large it doth and may appear. And whereas alſo, the ſaid *I. D.* hath extended, and to him delivered in Execution the Mannor of *N.* with the Appurtenances, in the County of *M.* at the yearly Rent for the non-payment of the ſaid ſum of 400 l. Now the ſaid *I. D.* for divers good cauſes and conſiderations him thereunto eſpecially moving, hath granted, aſſigned, and ſet over, and by theſe preſents doth grant, aſſign, and ſet over unto the ſaid *W. D.* his Executors, &c. all his Eſtate, Right, Title, Intereſt and Demand, which he hath, by reaſon of the ſaid *Extent and Liberate*, of, in, and to the ſaid Mannor of *N.* with the Appurtenances, and of and in every part and parcel thereof; and of, in, and to all and ſingular Meſſuages, Lands, Tenements, Meadows, Leaſows, Paſtures, Rents, Reverſions, and Hereditaments, with the Appurtenances, ſo extended and delivered in Execution as aforeſaid.

Recital of the Extent.

Grant.

That he hath done no Act to make void the Extent.

And the ſaid *I. D.* for him, &c. doth covenant, &c. to and with the ſaid *W. D.* his Heirs, &c. by theſe preſents, in manner and form following, That is to ſay, That neither the ſaid *I. D.* nor his Executors, &c. at any time hereafter, ſhall or do any Act or Acts, Thing or Things, whereby the ſaid Extent, or the Eſtate, Title, or Intereſt of the ſaid *W. D.* his Executors, &c. by reaſon of the ſaid *Extent*, may be in any wiſe hurt, impeached, diſcharged, undone, or made void. And further, That he the ſaid *I. D.* his Heirs, &c. ſhall and will, at the reaſonable Requeſt, Coſts, and Charges, in the Law, of the ſaid *W. D.* do, ſuffer to be done, made, and knowledged, all and every ſuch further and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes in the Law, for the further aſſurance, ſurety and ſure making and conveying of the Premiſſes, for and during the Term of the ſaid Extent and Execution unto the ſaid *W. D.* as by the Learned Counſel of the ſaid *W. D.* ſhall be reaſonably deviſed or adviſed. In Witneſs, &c.

Further aſſurance.

Of the next Avoydance of a Parſonage.

TO all to whom this preſent Writing ſhall come, *A. B.* Doctor in Divinity ſendeth Greeting. Whereas our Soveraign Lord King *C.* by his Grace's Letters Patents under, &c. bearing date, &c. did give and grant for him and his Heirs and Succeſſors unto me the ſaid *A. B.* the firſt and next Advowſon, Donation, Collation, Preſentation and free diſpoſition of the Pariſh Church of *H.* in the County of *S.* and the right of Patronage thereof, To have and to hold the ſaid firſt and next Advowſon, Donation, Collation and free diſpoſition to me the ſaid *A. B.* and my Aſſigns, for the only and next vacation thereof, ſo that it might be lawful for me the ſaid *A. B.* and my Aſſigns, by vertue of the ſaid Gift and Grant of the ſaid King, any fit perſon to the ſaid Church to the Dioceſan thereof, or any other competent Judg in that behalf, to preſent, ſo ſoon as the ſaid Church as aforeſaid by Death, Reſignation, Privation, Ceſſion, or by any other way ſhall happen to be void, and all and ſingular things which ſhall be neceſſary to do and accompliſh, as fully, and freely, and intirely, as the ſaid King himſelf might have done, if his Majeſties ſaid Grant had not been made unto me, as by the ſaid Letters Patents more at large it doth and may appear. Now know ye, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations me thereunto ſpecially moving, have given, granted, and aſſigned unto *C. D.* the ſaid Letters Patents, and the next Advowſon, Donation, Collation, Preſentation and free diſpoſition of the Pariſh Church aforeſaid, to the ſaid *C. D.* and his Aſſigns, for the next Avoidance and next Advowſon of the ſame only, ſo that it ſhall be lawful to and for the ſaid *C. D.* and his Aſſigns, as well by the authority of the ſaid Letters Patents, as by force and vertue of theſe preſents, any fit perſon to the ſaid Church to the Dioceſan of the ſame, or any other competent Judg in that behalf, to preſent when the ſame Church as is aforeſaid by Death, Reſignation, Privation, Ceſſion, or by any other means ſhall happen to be void, and all and ſingular things which ſhall be neceſſary to be done in and about the Premiſſes, to do and accompliſh as fully, freely and intirely as I my ſelf might have done, if this preſent Grant had not been made. In Witneſs, &c. *Grant.*

A Grant of the Rent and Reverſion of a Houſe, during the Grantees life, with Condition, That if the Leaſe in eſſe *determine before the Grantees death, that then the Grantor may let the Premiſſes, reſerving ſo much Rent to the Grantee, during his life.*

Recital of the Demiſe.

TO all to whom theſe preſents ſhall come, *H.* Earl of *R.* Greeting in our Lord God everlaſting. **Whereas** *I.* the ſaid Earl, have demiſed, granted, and letten to Ferme to *M. C.* &c. all that Tenement ſituate in &c. **To have and to hold** to the ſame *M* for the term of certain years yet to come, for the yearly Rent of 20 l. as by an Indenture in that behalf made unto the ſaid *M C* at large may appear: **Know ye**, That *I.* the ſaid Earl, as well in conſideration of the good and faithful Service done to me and my Anceſtors by one *J B* my Servant, as in conſideration that the ſame *J* at the enſealing of theſe preſents, hath releaſed, ſurrendred, and yielded up to me the ſaid Earl a yearly Rent or Annuity of 20 l. to be payable during his life: I the ſaid Earl have given and granted, and by theſe preſents, do fully and clearly give and grant unto the ſaid *J B* the Reverſion and Rent of the ſaid Manſion-houſe, and all and ſingular the Premiſſes with the Appurtenances, demiſed and letten to the ſaid *M C* as aforeſaid. **To have, hold, and enjoy** the aforeſaid Reverſion and Rent, and all and ſingular the ſaid Premiſſes, with the Appurtenances to the ſaid *J* and his Aſſigns, to the proper uſe of the ſaid *J* and his Aſſigns, for, and during all the natural life of the ſaid *J*: **And further, know ye**, that I the ſaid Earl, and my Heirs, do, and ſhall warrant and defend the ſaid Reverſion and Rent, and other the Premiſſes, with the Appurtenances to the ſaid *J* and his Aſſigns, againſt me the ſaid Earl and mine Heirs, during the natural life of the ſaid *J B*: **Provided always**, that if it ſhall fortune the ſaid *J B* to be alive after the full end and term of years aforeſaid, granted to the ſaid *M* of the ſaid Manſion-houſe, that then it ſhall be lawful to the ſaid Earl, his Heirs and Aſſigns, to let and demiſe the ſaid Manſion-houſe, with the Appurtenances; for term of years, at the liberty of the ſaid Earl and his Heirs, ſaving and reſerving always the yearly Rent of 20 l. to the ſaid *I.* and his Aſſigns, to be paid by the hands of the Tenant or Tenants there from time to time, during the natural life of the ſaid *I.* **In Witneſs**, &c.

Proviſo.

An

An Indenture for an Apprentice to Occupy a Stock of his own, and to ſerve his Maſter in his Apprenticeſhip.

THis Indenture made, &c. between *R I* on the one part, and *M A* of *L.* Mer. now Apprentice of the ſaid *R* on the other part: Witneſſeth, That the ſaid *R* for the Diligence, Faith, and true Service, which the ſaid *M* intendeth to do to his ſaid Maſter, during the full time of his Apprenticeſhip, now for the time to come hath, and by theſe preſents, giveth free Licence and Liberty unto the ſaid *M.* That the ſaid *M* and his Aſſigns, at all times during the time of his Apprenticehood, at his free will and pleaſure, as well on this ſide of the Sea, as in the parts beyond the Sea, ſhall Occupy, Merchandize, and imploy a Stock or Sum of 300 l. with all the Increaſe, Gains or Advantage, that ſhall fortune to grow, come, riſe, and increaſe by reaſon of Uſe, Profit, and Advantage of the ſaid *M:* And the ſaid *M* Covenanteth, &c. That the ſaid *M.* during the time of his Apprenticehood, ſhall not procure, make, aſſign, nor conſtitute any perſon or perſons to be his Factor, Attorney or Aſſigns, on this ſide of the Sea, or in the parts beyond the Seas: but only ſuch a perſon or perſons being Apprentice of the ſaid *R.* or his Maſter ſhall name and aſſign for the ſaid Stock. And the ſaid M Covenanteth, &c. That he the ſame M. or his Aſſigns, during the term of his Apprenticehood, ſhall not beſtow, merchandize, barter, nor return the ſaid ſtock or ſum of 300 l. nor increaſe of the ſame, nor any part nor parcel thereof, in, nor for any other Wares and Merchandize; but only in and for ſuch Wares and Merchandize as hereafter ſhall be rehearſed: That is to ſay, firſt in Pepper, Fuſtians, &c. *Provided always*, and it is further agreed between the ſaid Parties, by theſe preſents, That at ſuch time, and when, as he the ſame M. or his Aſſigns, do not beſtow, imploy, barter, nor return his ſaid Stock of, &c. with the Increaſe and Gains thereof, in ſuch Wares as is above expreſſed: That then it ſhall be lawful unto the ſaid *M.* and his Aſſigns from time to time to deliver the ſaid Stock, &c. and the Increaſe and Gains thereof exchange to any perſon or perſons, without any lett or contradiction to the ſaid *R.* his Maſter, or Aſſigns. Moreover, the ſaid *M.* Covenanteth, &c. That the ſaid *M.* at no time, during the time of his Apprenticehood, ſhall charge nor bind the ſaid *R.* his Maſter, or his Aſſigns, by any Obligation, or other Surety to any perſon or perſons, for any manner of Debts, Duties, or Cauſe; but only ſuch Debts, Duties, as do concern only the buſineſs of the ſaid *R*, and that the ſame *M.* during the ſaid full term of his Apprenticehood now for to come, ſhall truly ſerve the ſaid *R.* his Maſter; in all his Commandments to be faithful and honeſt, as well on this ſide of the Sea, as in the parts beyond the Sea, without fraud or delay. *And alſo*, at no time during the ſaid term, ſhall uſe nor play at any Game or Games of the Dice, nor the Cards, privately nor openly with any perſon or perſons, for any

Conſideration.

Liberty for the Apprentice to Occupy, Merchandize, and imploy a Stock or Sum of 300 l.

Not to concern the ſaid R. the Maſter by any Obligation, or any manner of Debts or Surety to any perſon for any Debt, but only ſuch as concerns the Maſters own buſineſs.

any ſum or ſums of money. And that the ſame *M.* during his ſaid [illegible] ſhall not commonly nor continually uſe, nor have the company of any [illegible] or evil diſpoſed Woman or Women of lewd converſation, nor find and [illegible] pend upon her nor them any ſum or ſums of money, in, and for their [illegible] finding of Meat, Drink, Clothing, Bedding, nor otherwiſe. And to all [illegible] every the Covenants, &c. In Witneſs, &c.

An Office for a Receiver of Rents.

Conſideration.

TO all Chriſtian People, to whom theſe preſent Writings ſhall [illegible] I Sir *H. C.* of, &c. ſend Greeting: Know ye, That I the ſaid Sir *H. C.* for, and in conſideration of the good and faithful Service which *A.* my Servant hath heretofore done unto me the ſaid Sir *H. C.* and for [illegible] vers other good Cauſes and Conſiderations, me at this preſent, ſpecially moving, have given, granted and confirmed, and by theſe Preſents, for me, mine Heirs and Aſſigns, and every of us, do give, grant, and confirm unto the ſaid *J. A.* the Office of Receiver of all the Rents and Profits whatſoever, from time to time, coming and growing of all my Mannors, Lands, Tenements and Hereditaments whatſoever, with all and ſingular the Appurtenances in the County of *K.* and all Profits, Commodities and Advantages whatſoever, to the Office of a Receiver belonging, or in any wiſe appertaining. And I the ſaid Sir *H. C.* for me, mine Heirs and Aſſigns, do by theſe preſents Ordain, Make, and Conſtitute the ſaid *I. A.* Receiver for me the ſaid Sir *H. C.* mine Heirs and Aſſigns, of all and ſingular the ſaid Mannors, and other the Premiſſes, To have, hold, exerciſe, and enjoy the ſaid Office of Receiver of the Premiſſes unto the ſaid *I. A.* by himſelf or his ſufficient Deputy or Deputies: And all ſuch Profits, Commodities and Advantages as to the Office of a Receiver doth or ought in any wiſe to belong or appertain, from henceforth during all the natural life of the ſaid *I. A.* And alſo, that I the ſaid Sir *H. C.* in conſideration of the Premiſſes, for me, mine Heirs and Aſſigns, do give and grant unto the ſaid *I. A.* one yearly Rent, Fee and Annuity of 30 l. *per annum* of, &c. going out, and yearly to be received out of, and in all that the Mannors of *S.* and *N.* with all and ſingular the Appurtenances in the Iſle of *S.* in the ſaid County of *K.* and out of, and in all the Lands, Tenements and Hereditaments whatſoever, with their Appurtenances to the ſame Mannors of *S.* and *N.* or either of them in any wiſe belonging or appertaining. To have, levy, receive, take and enjoy the ſaid Rent, Annuity, and yearly Fee of 30 l. of, &c. unto the ſaid *I. A.* or his Aſſigns, from henceforth yearly, during all the natural life of the ſaid *I. A.* at two Feaſts or Terms in the year, that is to ſay, at the Feaſts of, &c. by even portions, of, and out of the yearly Rents, Revenues and Profits of the ſaid Mannors of the ſaid *S.* and *N.* and other the Premiſſes thereunto belonging, as well in and by his own hands, and in his own hands to be detain'd and kept, as by the hands of the Tenants, Farmers, Bailiffs, [illegible]

Grant of Office of Receiver of Rents. J. A.

For receiving the Profits.

30 l. *Annuity granted for his faithful Service by Sir H. C.*

Habend. for the life of J. A.

Receivers or Occupiers of the Premisses, or any part thereof ... the said Sir H. C. for me, mine Heirs and Assigns, ... Present, Covenant, Promise and Grant, to, and with the ... &c. That if, or as often as it shall fortune the said Rent, Annu... yearly Fee of 30 l. or any part thereof to be behind and unpaid, at ... or tender during the said Term, in part, or in all, after any of the ... days ... which the same ought to be paid, by the space of thirty days ... that then, and so often it shall and may be lawful unto the said ... and his Assigns, in all the said Manners of, &c. and other the Pre... thereunto belonging, with the Appurtenances, and into every part ... thereof, to enter and distrain, and the Distress or Distresses there ... to lead, drive, carry away, and detain until the said Rent, Annu... yearly Fee of 30 l. with the Arrearages thereof (if any such be) to ... with his and their Costs and Charges, and Expences (in that be... to be sustained) be fully satisfied and paid unto the said *J. A.* or his ... And I the said Sir *H. C.* for me, mine Heirs and Assigns, have put said *J. A.* in full possession, and seisure of the said Rent, Annuity, or ... Fee of 30 l. in form aforesaid, by the payment of a piece of money ... d. which I have given and delivered, and paid unto him at the en... hereof, in name of possession, and seisure thereof, as in part of pay... of the said yearly Annuity or Fee. And further, I the said Sir *H. C.* ... mine Heirs and Assigns, do will and command all and singular the ... Tenants, Farmers and Occupiers of the Premisses, and every part ... of me the said Sir *H. C.* mine Heirs and Assigns for the time being, ... only to be aiding and assisting unto the said *J. A.* and his sufficient De... or Deputies for the time being, for the better executing of the said ... and every part thereof. But also to permit and suffer him and them, ... every of them quietly to use, occupy, and exercise the said Office, and the ... benefit of the same with effect, without any their Letts, Disturbances, ... Contradictions in that behalf. And furthermore know ye, That I the ... Sir *H. C.* for me, mine Heirs, Executors and Administrators, and every ... do Covenant and Grant by these presents, to, and with the said *J. A.* ... his Assigns, That he the said *J. A.* from time to time, during the natu... life of the said *J. A.* for, and in consideration aforesaid, quietly and ... ably shall have and enjoy the aforesaid Annuity, yearly Rent, and Fee ... 30 l. without any lawful Lett or Impediment of any person or persons ... soever. In Witness, &c. *Dat.* &c.

To Distrain for non-payment of the said Annuity.

Possession given by the payment of a piece of Money.

The Tenants commanded to be aiding to the said J. A. *in the executing of his Office.*

To enjoy the said Annuity without disturbance.

A Grant of a Swanherdship.

TO all Christian People to whom this present Writing shall come. I Sir *H. C.* Knight, Lord Chan. send Greeting in our Lord God everlasting. Know ye, That I the said L. C. for and in consideration of the good, faithful, ... acceptable Service, which *W. S.* my Servant hath done unto me, and for divers

Consideration.

Grant. divers other cauſes, &c. have given, granted, and confirmed, and by theſe preſents, for me, mine Heirs and Aſſigns do give, grant, and confirm unto the ſaid *W. S.* the Office of Swanherdſhip, and the Overſeer of all my freſh Waters and Game of Swans in the Iſle of *S.* in the County of *R.* or elſewhere in the ſame County: And all Profits, Commodities, and Advantages whatſoever, to the Office of a Swanherd, and Overſeer of all my ſaid Game of Swans, and of all my ſaid freſh Waters in the ſaid County of *R.* appertaining; to have and to hold, exerciſe and enjoy the ſaid Office of Swanherd, and Overſeer of the Premiſſes, unto the ſaid *W. S.* by himſelf, or his ſufficient Deputy or Deputies, and all ſuch Profits, Commodities and Advantages, as to the ſaid Office do or ought in any wiſe to belong or appertain, from henceforth, during the will and pleaſure of me the ſaid *H. C.* mine Heirs and Aſſigns. I the ſaid *H. C.* in conſideration of the Premiſſes, for me, mine Heirs and Aſſigns do give and grant unto the ſaid *W. S.* one yearly Rent, Fee and Annuity of 20 s. of, &c. To have, perceive, receive, take and enjoy the ſaid Rent, Annuity, or yearly Fee of 20 s. of, &c. unto the ſaid *W. S.* and his Aſſigns from henceforth, during the will and pleaſure of the ſaid *H. C.* at two Terms, or Feaſts of, &c. by even portions, by the hands of the Tenants, Bailiffs, Collectors, Receiver, or Occupiers of the Premiſſes, or any part thereof for the time being. *In Witneſs, &c. Dat. &c.*

To receive 20 s. Annuity.

Of an Advowſon from a Common Perſon.

TO all to whom theſe Preſents ſhall come, *A. B.* the true and undoubted Patron of the Rectory of the Pariſh Church of *D.* in the County of *L.* and Dioceſs of *C.* and *L.* Greeting in our Lord God everlaſting. Know ye, That I the ſaid *A. B.* have given, granted, and by this my preſent Writing have confirmed unto *C. D.* of, &c. Eſquire, the firſt and next Advowſon, Nomination, Preſentation and free diſpoſition of the foreſaid Rectory of the Pariſh Church of *D.* with all the Members and Appurtenances whatſoever: willing, and by this my preſent Writing, Granting, that it ſhall and may be lawful to, and for the ſaid *C. D.* his Executors and Adminiſtrators to the ſaid Church, with all Rights and Appurtenances whatſoever, whenſoever, and howſoever, by Death, Reſignation, Deprivation, Ceſſion, Permutation, Diſmiſſion, or any other way the ſame Church firſt and next ſhall happen to be void, any honeſt and learned Clark to preſent, and all other things which to the ſaid Charge or Office belonging to do and fulfill for the firſt and next avoidance only as fully, &c. as I my ſelf might do, &c.

Grant.

Of a Manumission.

TO all to whom these Presents shall come, &c. *T. L.* Lord of the Mannor of *D.* sendeth Greeting. Whereas *A. B.* otherwise called *A. B.* our Native Son of *C. B.* otherwise called *C. B.* our Native, belonging or appendant to our Mannor of *D.* in the County of *E.* was begotten in Villenage, and for such a one, and as such a one was commonly called, held, had and reputed openly, publickly and privately. Know ye, That I the said *T. H.* for divers good and lawful causes me thereunto moving, for me and my Heirs do ever have manumitted, released, and from the yoak of Servitude, and Villenage discharged, and by these my Letters-Patents do manumit, free, and discharge the said *A. B.* with all his Sequels begotten or to be begotten, with all his Goods and Chattels, Lands and Tenements by him already bought, or hereafter to be bought whatsoever. Know ye also, That I the said *T. H.* have Remised, Released, and for me my Heirs, &c. have quit, claimed, and by this my present Writing do remit, release, and quit claim unto the said *A. B.* and his Heirs, and all his Sequels, all and all manner of actions real and personal, Suits, Quarrels, Services, Challenges, Trespasses, Debts and Demands whatsoever, which against the said *A. B.* or any of the Heirs of his Sequels, or any of them, I have or had, or which I or my Heirs hereafter might have by reason of the Servitude and Villenage aforesaid, or for any other cause whatsoever, from the beginning of the World until the day of the making of these presents; so that neither I the said *T. L.* nor my Heirs, nor any other by or for us, or in our names, any action, right, title, claim, interest or demand of Villenage or Servitude by the Kings Writ, or by any other means whatsoever against the said *A. B.* or his Sequels begotten or to be begotten, or against the Goods, Chattels, Lands and Tenements, purchased or hereafter to be purchased, from henceforth may exact, claim or challenge, at any time hereafter, but that we be wholly and for ever thereof barred by these Presents. And, I the said *T. L.* and my Heirs, the said *A. B.* with all his Sequels begotten or to be begotten Free men against all men will warrant for ever by these presents. In witness, &c.

Release of Villenage.

Of the Office of a Receiver and Surveyor.

TO all to whom, &c. *E.* Earl of *D.* sendeth Greeting, Know ye, That I the said Earl have given and granted, and by these presents, do give and grant unto *A. B.* Gent, the Office of Receiver of all the Rents, Issues, Profits, Sums

Grant.

Sums of Money arising, growing, renewing, or coming out of all Mannors, Lands and Tenements whatsoever in the County of *B.* and also, the Office of Surveyor, of all and singular my foresaid Mannors, Lands, Tenements and Hereditaments whatsoever. And him the said Receiver and Surveyor of the Mannors, Lands, Tenements, and Hereditaments aforesaid, have ordained and appointed, and by these presents do ordain and appoint, To have and to hold the said Offices of Receiver and Surveyor in as ample manner and form, as any other or others the aforesaid Officers, or either of them have at any time heretofore used and had the same. Know ye also, That I the said Earl, Have given and granted to the said *A.B.* for the execution and performance of the said Offices an annual or yearly Rent of 20 l. To have, take, receive and levy, for term of his natural life by his own hands out of the Rents, Issues, and Profits of the said Mannors, Lands, &c. at the feast of, &c. by equal portions: And if it happen the said Annual Rent of 20 l. to be behind and unpaid—— Then as in other distresses.

Habend.

20 l. *yearly for Execution of the said Office.*

Of a Keeper of a Park.

KNow all men, &c. That I *A. B.* Kt. Lord of the Mannor of *D.* have given, and by these Presents have granted to my faithful Servant *C. D.* the custody or Office of Keeper of my Park of *E.* in the County of *S.* and have made and appointed him my Parker of my Park aforesaid; To have and to hold the said Custody or Office, by himself or his sufficient Deputy (for whom he will be answerable unto me) during the natural life of the said *C.* with the wages of 4 d. for every day yearly during his life, to be taken by the hands of the Receiver, Bailiff or Farmer of my Lordship, or Mannor of *E.* aforesaid for the time being yearly, during the life of the said *C.* out of the Rents and Profits of the said Mannor, with the Appurtenances: at the Feasts, &c. by even and equal portions. And one Robe, such as my Servants have at the Feast of *N.* when I or my Heirs shall be pleased to give such Liveries. And if it shall happen, &c. To distrain, and the distresses so taken lawful to carry away, lead, or drive, and the same with him to retain, until of the wages aforesaid, and all arrearages thereof (if any be) be fully satisfied and paid. Wherefore I do will and command the Receivers, Bayliffs, Farmers, and other Occupiers of my said Mannor of *E.* both now and hereafter to be, That out of the Rents, Issues, Farms and Profits of my foresaid Mannor, with the Appurtenances, that he or they pay or cause to be paid to the said *C. D.* or his Assigns, the wages aforesaid of 4 d. for every day at the Feasts aforesaid, by equal portions from year to year, and Term to Term, during the life of the said *C.* Know ye also, That I have moreover given, and by these presents have granted unto the said *C.* Pasture for 1 Horse, and 5 Kine within the Park aforesaid, during the life aforesaid, to be depastured: To have to the said *C.* during his life with free ingresse and egresse,

and

and regrets, to drive the ſame in and out of the ſaid Park, without any contradiction whatſoever. So as nevertheleſs the ſaid *C. D.* by himſelf or his ſufficient Deputy do well and faithfully keep and exerciſe the ſaid Office, for whoſe doings he will anſwer. In Witneſs, &c.

Of an Auditorſhip.

TO all to whom theſe Preſents ſhall come, *H.* Earl of *D.* ſendeth Greeting. Know ye, That I the ſaid Earl, Have made, ordained, conſtituted and appointed *A. B.* Gent. our Auditor, to hear and determine, all and ſingular the Accompts of all my Receivers and Bailiffs, Farmers, and other my Officers and Miniſters of all and every my Mannors, Lordſhips, Lands, and Tenements to me accomptable within the Kingdom of *England*, and to do and execute all and every thing which the nature of Accompts doth exact and require. To have, hold, execute, and occupy the Office aforeſaid for term of his life by himſelf or his ſufficient Deputy for his yearly Fee of 10 *l.* and for Paper, &c. for writing the Rolls of Accompt 13 *s.* 4 *d.* to be taken out of the Iſſues, Profits, and Revenues of my Mannors, Lordſhips, Lands and Tenements aforeſaid, by the hands of my Bailiffs, and Farmers for the time being. And I do alſo grant by theſe preſents unto the ſaid *A.* or his Deputy, who in the exerciſing of the ſaid Office, ſhall be imployed in going, riding, or returning for every day 12 *d.* and for every Servant of the ſaid *A.* or his Deputy 12 *d.* requiring and commanding all my Officers and Miniſters, &c.----*Ut ſupra.*

Of a Baliwick.

TO all to whom this preſent Writing ſhall come, *A. B.* of *C.* in the County of *D.* ſendeth Greeting. Know ye, That I the ſaid *A.* in the Fidelity, circumſpection and due diligence of my beloved Servant *G. H.* to me and my Poſterity hereafter to be done and performed, very much relying and confiding, Have made, ordained, and by this my preſent Writing conſtituted the ſaid *G. H.* of the Town, Mannor, or Lordſhip of *R.* in the County of *L.* and Collector and Receiver of all and ſingular my Rents, Fines, Amerciaments and Eſtreats of Court-Leets, or views of *Franck-pledge* there: And of all other Profits by reaſon of the ſaid Courts-Leet, or View of *Franck-Pledge*, any way ariſing, emergent or coming. To have, hold, exerciſe, and occupy the ſaid Office to the ſaid *G.* by himſelf ſo long as he ſhall well behave himſelf towards me, and ſhall a true and juſt accompt of his Receipts make unto me, and the ſame ſhall well and truly pay and ſatisfie. Taking of me for his yearly wages 5 *l.* at the Feaſts, &c. by equal portions

by mine own hands after his accompt and full payment at every half year, and the gifts, rewards, and emoluments to the ſame Office due and accuſtomed, Requiring, &c.——*Ut ſupra.*

Of a Ward within age.

TO all, &c. *T. E.* of *A.* ſendeth Greeting. **Know ye,** That I the ſaid Earl, for and in conſideration of a certain Sum of money to me by *R. H.* Gent. beforehand paid; Have given, and by theſe Preſents have granted to the ſaid *R.* the cuſtody of *W. B.* Son and Heir of *T. W.* now deceaſed, and of all his Lands, Tenements, and Hereditament, which of right ought to come into my hands, by reaſon of the minority of the ſaid *W.* after the death of the ſaid *T.* who held of me at the day of his death by Knights-ſervice: **To have and to hold** the cuſtody aforeſaid, and the marriage of the ſaid *W.* to the ſaid *R. H.* and his Aſſigns, until the ſaid *W.* ſhall attain to the full age of 21 years, and ſo long as it ſhall happen the ſame to be or ought to be in my hands. **And** if it ſhall happen the ſaid *W.* to die before he ſhall accompliſh the age of 21 years, his Heir being within age. Then, **know ye,** That I the ſaid Earl for the conſideration aforeſaid, Have given, and by theſe Preſents have granted unto the ſaid *R.* the cuſtody of the ſame Heir, and of his Lands, Tenements, and Hereditaments aforeſaid, together with the Marriage of the ſame Heir, and ſo from Heir to Heir, until one of them ſhall attain to the age of 21 years. **Given under my hand,** &c.

Of an Advowſon of a Parſonage in Fee.

THE King, &c. **Know ye,** That we of our ſpecial Grace and meer motion, Have given, and by theſe preſents have granted unto our beloved Subject *T. T.* the Advowſon, Donation, free Diſpoſition and Right of Patronage and Preſentation of and to the Rectory and Pariſh Church of *D.* in the County of *S.* **To have and to hold** the ſaid Advowſon, Donation, free diſpoſition and right of Patronage unto the ſaid *T. T.* his Heirs and Aſſigns for ever. **In Witneſs,** &c.

Of

Of a Donation of a Free Chappel.

TO all, &c. *A. B.* of, &c. Greeting: **Whereas** the Free Chappel of *R.* in the Diocess of *L.* is known to be void, and of right doth belong to my Gift. **Know ye**, me the said *A. B.* the said Chappel with all its Rights and Appurtenances whatsoever to have given and granted to my wel-beloved in Christ *C. D.* Clerk, an honest and learned man. And by vertue of these presents, the said *C.* in bodily possession of the said Chappel have inducted. **In Witness**, &c.

Of an Annuity given to a Servant for promoting in Marriage.

TO all, &c. *A. B.* of *C.* in the County of *D.* Esquire, sendeth Greeting. **Whereas** there is a great hope of Marriage between *I. S.* my Servant, and one *E. G.* **Know ye**, That I the said *A. B.* being willing to augment the commodity and profit of my said Servant, in respect of his diligence in his service well and faithfully performed; That he may be the better inabled to live, have given, granted, and by these presents have confirmed to the said *I. S.* and *E.* an Annuity or yearly Rent of, &c. issuing out of the Manor of *D.* in the County of *D.* &c. **To have and to hold**, and enjoy unto the said *I. S.* and *E.* and the longer liver of them, and their Assigns, for and during the natural life of me the said *A. B.* at the Feasts, &c. and if it shall happen, &c. (*ut alibi.*) **Provided always**, That if the said Marriage shall not succeed or be consummated, or if the said *I. S.* and *E.* by me, or by my means, shall any way be preferred, or either of them, shall obtain any Annuity or Annual Rent, Lands, Tenements, or Hereditaments, or any certainty of livelihood, **To have and to hold**, during my life, of the yearly value of 10 *l.* or more; That then, and from thenceforth these present Writings shall be void and of none effect, any thing therein contained to the contrary in any wise notwithstanding. **In Witness**, &c.

Of a Chief Rent, Homage, and Service.

KNow all men, &c. That I *A. B.* of, &c. Have given and granted, and by this my present Writing have confirmed unto *C. D.* of, &c. that all my Rent of 30 *s.* homage and free services, issuing out of one Tenement,

and four Yard-Land of *I. S.* in *D.* in the ſaid County, with all and every the Appurtenances, which Tenement and four Yard-Land, were heretofore the Lands of *I. N.* To have, hold, receive, and take the ſaid 30 *s.* Rent, Homage, and Services to the ſaid *C. D.* his Heirs and Aſſigns for ever: Paying, doing, and yielding in the ſame manner and form as the ſaid *I. S.* and his Anceſtors, to me and my Anceſtors, were accuſtomed to pay, do, and yield. And, if it ſhall happen the ſaid yearly Rent of 30 *s.* &c. to be behind, &c. That then it ſhall be lawful to and for the ſaid *C. D.* his Heirs and Aſſigns, into the aforeſaid, &c. to enter, &c. In Witneſs, &c.

Of an Annuity for Councel, not to be charged upon the Perſon of the Grantor.

TO all to whom, &c. *A. B.* of *C.* in the County of *D.* ſends Greeting. Know ye, That I the ſaid *A.* have given and granted, and by this my preſent Deed, have confirmed unto *E. F.* Gent. for his Councel already given, and hereafter to be given, an Annuity or Annual Rent of 5 *l.* iſſuing out of all my Lands Tenements, and Hereditaments in *S.* in the ſaid County of *D.* To have and to hold to the ſaid *E. F.* for and during the term of his natural life. Provided always, That this my preſent Writing, nor any thing therein ſpecified, ſhall any way extend to charge my perſon by Writ of Annuity, or any other way whatſoever, but only to charge my ſaid Lands and Tenements aforeſaid, with the Annual Rent aforeſaid. In Witneſs, &c.

Of an Annuity to the uſe of a Woman, to begin after the death of the Grantor.

TO all to whom, &c. *A. B.* of, &c. Yeo. ſendeth Greeting. Know ye, That I the ſaid *A.* have given and granted, and by theſe Preſents do give and grant unto *C. D.* and *E. F.* an Annuity or Annual Rent of 10 *l.* iſſuing out of all my Meſſuage and Tenement, and Lands thereto belonging, with the Appurtenances in *S.* aforeſaid, To have and to hold, to the ſaid *C. D.* and *E. F.* and their Aſſigns, for and during the term of the natural life of *R. S.* to the uſe of the ſaid *R. S.* whom I do purpoſe by the Grace of God, to take to Wife, to be paid at the Feaſts of, &c. by equal portions, the firſt term of payment thereof to begin at ſuch of the ſaid Feaſts as ſhall next happen after the death of me the ſaid *A. B.* and not before; and if it happen the ſaid yearly Rent, &c. In Witneſs, &c.

Of

Of a Reverſion.

TO all to whom, &c. *A. B.* of, &c. Greeting: Whereas *T. B.* my Father, hath and holdeth for term of his life, a certain Tenement, with the Appurtenances in *G.* called or known by the name of *H.* the Reverſion whereof to me and my Heirs belongeth; Know ye, That I the ſaid *A.* have given, and by this my preſent Writing, have confirmed unto *I. N.* the Reverſion of the aforeſaid Tenement, with the Appurtenances, when it ſhall happen, after the deceaſe of my ſaid Father, To have and to hold the ſaid Reverſion, with the Appurtenances, when it ſhall happen, to the ſaid *I.N.* His Heirs and Aſſigns for ever. In Witneſs, &c.

Of an Annuity with Condition, that the Wife ſhall claim no Dower.

TO all to whom, &c. *A. B.* of *C.* in the County of *D.* Gent. ſendeth Greeting: Know ye, That I the ſaid *A. B.* have given and granted, and by this my preſent Writing have confirmed unto *T. G.* and *H. I.* one Annuity or Annual Rent of 20 l. iſſuing out of all and every thoſe my Meſſuages, Lands, Tenements, and Hereditaments in *C.* aforeſaid, in the County aforeſaid, with their and every of their Appurtenances, To have and to hold to the ſaid *T. G.* and *H. I.* and their Aſſigns, for and during the term of the natural life of *F. B.* my Wife, to be paid at the Feaſt of, &c. by equal portions, the firſt day or term of the payment thereof, to begin at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the death of me the ſaid *A.* To have and receive the ſaid Annuity or Annual Rent of 20 l. at the Feaſts aforeſaid, in form aforeſaid, to be paid to the ſaid *T. G.* and *H. I.* their Executors and Aſſigns, for and during the natural life of the ſaid *E.* for and in conſideration, and in the name of the whole Dower of the ſaid *E.* to be had out of all the Mannors, Lands, and Tenements, which late were, or now are the Mannors, Lands, and Tenements of me the ſaid *A. B.* And if it happen the ſaid Annuity or Annual Rent of 20 l. or any part or parcel thereof to be behind and unpaid, at any of the ſaid Feaſts, &c. that then it ſhall be lawful, &c. to diſtrain, &c. Provided always, That if the ſaid *E.* or any other perſon or perſons in her name, and by her Aſſent, Act, or Procurement, at any time after the death of me the ſaid *A.* any Right, Title, Claim, or Demand, in the name of her Dower, of and in the ſaid Meſſuages, Lands, Tenements, and other the Premiſſes, or in any part or parcel thereof, ſhall claim or demand to have by any way whatſoever; that then and from thenceforth, the payment of the ſaid Annuity or Annual

Rent

Rent of 20 *l.* or any part or parcel thereof, ſhall ceaſe, and that this Grant thereof, ſhall ceaſe, determine, and be void, this my preſent Writing, or any thing or matter therein contained, ſpecified, or expreſſed, in any wiſe notwithſtanding. In Witneſs, &c.

A Grant of the Office of an Auditor.

Omnibus &c. R. S. *miles ſalutem. Sciatis me præfat.* R. *ordinaſſe, feciſſe, & per præſentes conſtituiſſe dilect. mihi in Chriſto* T. P. *meum verum Auditor. ad audiend. & determinandum omnia compota, de omnibus ballivis, præpoſitis, & miniſtris meis quibuſcunq; infra Comitat. Eſſ. Hibend. & occupand. dictum officium, quamdiu mihi placuerit, cum feodo eidem officio conſueto & uſitato ſolvend. annuatim per manus receptor. meor. in Comitatu prædicto, qui pro tempore fuerint: Dantes & concedentes eidem* T. *plenam poteſtatem & authoritatem ad omnia d. compota, de ballivis, præpoſitis, & miniſtris meis prædict. capiend. audiend. & determinand. & juſtitiam partibus, ac omnia alia & ſingula faciend. exequend. & expediend. quæ ad officium Auditoris pertinent quovismodo. Ratum & gratum habens & habiturus totum, & quicquid prædictus Auditor meus fecerit in premiſſis: Quapropter, omnibus miniſtris, ballivis, & tenent. meis firmiter injungendo præcipio, aliis vero deprecor, quatenus præfat.* T. *premiſſa diligenter exequend. intendentes ſint, obedientes, conſulentes, auxiliantes, prout decet. In cujus rei, &c.*

An Advowſon of a Benefice granted by a Baron, Knight, or Eſquire, &c.

Omnibus Chriſti fidelibus, ad quos præſens ſcript'. pervenerit, A. P. *Dominus* P. *aut* A. B. *Miles, vel Armiger, verus & indubitatus Patronus Rectoriæ Eccleſiæ parochialis de* N. *Ebor. diœceſis ſalutem in domino ſempiternam. Noveritis me præf.* A. *dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo confirmaſſe dilecto mihi Chriſtophero* P. *&* Ed. Ed. *generoſis, conjunctim, & eorum alteri per ſe diviſim Executoribus & Aſſign. ſuis, primam & proximam Advocationem, Donationem, Nominationem, Preſentationem, liberamque Diſpoſitionem præd. Rectoriæ, Eccleſiæ Paroch. de* N. *volens, & hoc præſenti ſcripto meo concedens, quod hæc licitat & licebit dictis* C. *&* Ed. *conjunctim, & eorum alteri per ſe diviſim Executoribus & Aſſignat. ſuis, ad prædict. Eccleſiam quandocunque quomodocunque, & qualitercunque per mortem, Reſignationem, Privationem, Ceſſionem, permutationem, dimiſſionem, ſive quocunque alio modo, primo & proxim. vacare contigerit, unum aliquem virum honeſt. & literat. præſentare, cæteraque omnia quæ ad Patroni munus ſeu offic. ſpectant. perficere, pro hujuſmodi primo, proximaque vacatione tantum, adeo plene & integre, ſicuti egomet ea in parte facerem, ſi hoc præſens ſcriptum meum fact. minime fuiſſet. In cujus rei teſtimo-*

nium

nium huic præsenti scripto meo sigill. meum ad arma apposui. Datum 2 die Julii, An. Dom. &c. Et anno Regni nostri H. 8. Dei gratia Angl. &c. xxxiii.

A Grant of an Under-stewardship.

Omnibus, &c. T. P. salutem. Cum W. F. miles, per scriptum suum gerens datum primo die Maii, ann. &c. constituerit & ordinaverit me præfatum T. Seneschallum suum Dominiorum & Maneriorum de B. & S. in comitatu E. ac omnium cur. vis. francipleg. & letarum infra Dominia & Maneria prædicta. Tenend. Habend. Occupand. & exercend. officium prædict. per me vel per sufficientem deputatum meum, sive sufficientes deputatos meos, pro termino vitæ meæ, cum feod. vad. & regardis & proficuis eidem officio spectantibus, aut ab antiquo debit. vel consuetis, una cum quodam annuali feodo quadraginta solidorum, pro exercitione & occupatione officii prædict. prout in scripto prædict. plenius apparet. Sciatis me præfatum T. fecisse, ordinasse, & per præsentes constituisse dilectum mihi R. S. meum deputatum, sive subseneschallum dominiorum sive maneriorum prædictorum, ac omnium & singularum curiarum, vis. francipleg. letarum, infra dominia sive maneria prædict. Tenendum, occupand. esse, eundem idem officium hujusmodi deputat. & subseneschall. eidem R. inum vel per sufficientem deputatum suum seu sufficientes deputatos suos, a eo officio vite mei prædicti T. Percipiend. annuatim, durante termino prædicto idem officio ille exercendo & occupando omnia feoda, vad. regard. & profi[illegible]nuali r.ddit. spectantia, aut ab antiquo debita vel consueta, una cum prædict. modis & forquadraginta solidorum, adeo plene & integre. & in tam a[illegible] vel facere consuevi ma, prout egomet nunc aut pre ante habui percepi, usus fi[illegible] In cujus, &c.

A Grant of a Stewardship during pleasure.

Omnibus, &c. Ed. W. Miles salutem. Sciatis quod ego præfat. H. W. dedi & concessi dilecto mihi T. B. officium Seneschal. omnium Dominiorum & Maneriorum meorum in comitatibus E. & H. ac ipsum T. Seneschallum omnium Dominiorum & Maneriorum meorum prædictorum facio, ordino, & constituo per præsentes. Habend. Gaudend. & Exercend. officium prædictum præfato T. per se, vel per sufficientem deputatum suum sive sufficientes deputatos suos, a festo Sancti Michaelis Archangeli ultimo præterito, durante beneplacito meo, cum vadiis & feod. tresdecim solidorum & quatuor denariorum per annum, percipiend. annuatim præfato T. de exitibus, proficuis, & reventionibus manerii mei de C. in comitatu E. prædicto, per manus Recept. mei ibidem pro tempore existent. ad festa Paschæ & S. Michaelis Archangeli, per æquales portiones. Mandamus insuper universis & singulis firmariis, tenentibus, & occupatoribus meis, & eorum cuilibet ibidem, ut præfat. T. & dep. utat. suis in hac parte de tempore in tempus assistentes sint, obedientes & auxiliantes in omnibus, prout decet. In cujus rei testimonium huic præsenti scripto meo sigillum meum apposui. Datum, &c.

A

A Grant of a Stewardſhip for term of life:

OMnibus, &c. *ad quos*, T. B. *miles ſalutem. Sciatis me præfat.* T. *dediſſe & per præſentes conceſſiſſe* A. B. *Officium Seneſchalli ſive Seneſchalſiæ omnium & ſingulorum Dominiorum, Maneriorum, & Hæreditamentorum meorum de* R. F. *& C. in Comitatu* S. *& cuſtodiam ſive Officium Tenend. curiarum let. viſ. franciplegiorum, & ſingularum cur. viſ. francipleg. & letarum, Dominiorum & Maneriorum prædictor. & eorum cujuſlibet. Ac ipſum* A. *Seneſchallum meum generalem curiarum mearum, viſ. franciplèg. & letarum, infra Dominia, Maneria, & Hæreditamenta mea prædicta, facio, conſtituo, & ordino per præſentes. Habendum, Tenendum, Exercendum, & Occupandum Officium prædictum cum pertinen. una cum omnibus & ſingulis feod. vad. regardis, proficuis, & advantagiis eidem officio ſpectan. ſive pertin. præfat.* A. *per ſe, vel ſufficientem deputatum ſuum, ſive ſufficientes deputatos ſuos, pro termino vitæ ipſius* A. *Et ulterius ſciatis me præfat.* T. *dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo confirmaſſe ſuto* A. *tam pro officio prædicto exercendo & occupando, quam pro bono confidam per eundem* A. *ante hæc tempora impenſo in poſterum impendendo, quam prædictatem ſive annualem reddit. centum ſolidorum, exeunt. de & in omnibus feſta Paſchæ miniis, Maneriis & Hæreditamentis meis in* R. F. & C. *prædict. ad per manus ſancti Michaelis Archangeli per æquales portiones, annuatim ſolvend. rum, durante dum firmariorum, ballivorum, ſeu tenentium meorum præmiſſ. redditum centum ſius* A. *Et ſi contingat prædict. annuitatem, ſive annalem in parte vel in toto d lorum, ſive aliq inde parcellam a retro fore inſolutum, debeat quod tunc bene liquod feſtum feſtor prædictor. quo ut præfertur ſolv hit eidem* A. *& aſſign is in omnia prædict. Dominia, Maneria, & Hæreditamen intrare, & diſtringer & diſtrictiones ſic ibidem captas, & habitas, licite aſportar effugare, & penes ſe tinere, quousque eidem* A. *& aſſignat, ſuis de annuitate ſive annali redditu prædic na cum arreragiis ejuſdem, ſi quæ fuerint, eidem* A. *& aſſignatis ſuis plenarie fuit ſatisfactum & perſolutum. In cujus rei, &c.*

Joyn-

Joyntures.

A Womans Joynture of Land in London, passed by way of Recovery.

THis Inventure tripartite, &c. Between *W. J.* of *L.* Gent. on the first part, and *R. P.* Cit. and Leatherseller of *L.* and *A. P.* of the same City, Goldsmith, on the 2d part, and *E. P.* and *C. P.* on the 3d part; Witnesseth, That the said *W. J.* for and in consideration of a Marriage to be had and solemnized between the said *W. J.* on the one part, and *F. P.* Daughter of the said *R. P.* on the other part, and for a Joynture to be made to the said *F.* and for divers other good Considerations, the said *W.* especially moving, covenant and grant for himself, his Heirs, Executors, and Administrators, to and with the said *R. P.* his Heirs, Executors, and Administrators, by these Presents. And, it is covenanted, granted, and agreed by and between all the said parties to these Presents, in manner and form following, That is to say, That he the said *W. J.* within forty days next ensuing the date of these Presents, shall make and execute, or cause, &c. unto the said *R. P.* and *A. P.* and to their Heirs, a good, lawful, perfect, and absolute Estate in the Law in Fee-simple, of and in all that Messuage, &c. All which said Tenements and Premisses aforesaid, are situate within the Parish, &c. and also of and in the Reversion and Reversions of all and singular the same Premisses, to the intent that the said *R. P.* and *A. P.* and their Heirs, shall and may stand seised of the same Premisses, whereby within one month next after the making and execution of the said Estate, of all and singular the said Messuages and Tenements, and other the Premisses to the said *R.* and *A.* and their Heirs in form aforesaid, the said *E. P.* and *C. P.* or the Survivor of them, shall pursue and bring the Kings Majesties Writ of *Right Patent*, out of his Highness Court of *Chancery*, against the said *R.* & *A.* or the Survivor of them, to be directed to the Mayor and Sheriffs of the City of *L.* By which Writ of *Right Patent*, the said *E.* and *C.* or the Survivor of them in the *Guildhall* of *L.* before the said Mayor and Sheriffs in the Court of *H.* according to the custom of the said City, shall demand against the said *R. P.* and *A. P.* or the Survivor of them, the said Messuages and Tenements,

Consideration of Marriage betwixt W. J. *and* F. P.

Covenant, to execute, &c. an absolute Estate in Fee-simple of, &c. to the end that R. P. *and* A. P. *and their Heirs shall be seized of the same.*

ments, and all and singular other the Premisses with their Appurtenances by the names of, &c. in *L.* or by such other names or quantities, as shall be reasonably devised: And that the said *R. P.* and *A. P.* or the Survivor of them by his or their own persons, or by his or their sufficient Attorney, shall appear to the said Writ; and after Declaration thereupon made, shall make default and vouch over to warranty the said *W. J.* who shall appear and enter into warranty, and vouch over the common Vouchee, which common Vouchee shall imparl, and after make default in contempt of the Court, whereby Judgment shall be given in the said Writ against the said *R.* and *A.* or the Survivor of them, and Execution thereof shall be had and sued in such sort, that a perfect Recovery with a double Voucher shall be had and perfectly executed of all and singular the Premisses. **And further,** it is by these presents fully and expressly witnessed and declared: **And also,** it is covenanted, granted, condescended and agreed by and between all the said parties by these presents Indentures, that the said Recovery to be had and executed as aforesaid, and the Execution thereof shall be: And that the true intent and meaning of the same is, and that all other Recoveries to be had, suffered, levyed, or executed of the Premisses, or any part or parcel thereof within one year after the making and executing of the said Estate of the Premisses, to the said *R.* and *A.* and their Heirs as aforesaid shall be, and that the said *E.* and *C.* and their Heirs, and all and every other person and persons, and their Heirs, which at any time hereafter shall be seised of the said Messuages and Tenements, and other the Premisses with their Appurtenances, and of every or any part thereof, by virtue of any Recovery or Recoveries aforesaid, shall stand and be seised of all and singular the Premisses with the Appurtenances, to the only use and intents hereafter in these presents expressed and mentioned, & to none other use, intent or purpose whatsoever, **That is to say,** To the use of the said *W.* and his Heirs, until Marriage shall be had between him the said *W.* and the said *F. P.* And from and after Marriage had between the said *W.* and *F.* to the use of the said *W.* & *F.* for & during all the term of their natural lives, and the natuarl life of the longer liver of them two, and after their decease, then and from thenceforth to the use of the Heirs of the bodies of the said *W.* and *F.* between them two lawfully to be gotten. And for lack of such Issue, then to the use of the Heirs of the body of the said *W. J.* and for lack of such Issue, then to the use of such person and persons, and his, her, or their heirs, as the said *W.* hereafter by his last Will and Testament, or otherwise by Writing under his hand and Seal, sealed and delivered in the presence of 3 Witnesses at the least, shall name or appoint: And for and in default of such nomination or appointment, then to the use of the next right Heirs of the said *W. J.* for ever. **And moreover,** the said *W. J.* for him, &c. covenanteth with the said *R. P.* his, &c. That the said Messuage, Tenements, and other the Premisses now be, and from henceforth for ever shall or may remain, come, continue and be to the uses afore in these present Indentures expressed and mentioned, of well of the full and clear yearly value of 20 l. of, &c. over and beyond all Charges and Reprises whatsoever; as also free and clearly discharged, exonerated, and acquitted, or otherwise by the said *W.* his Heirs, Executors, or Administrators, well and sufficiently saved and kept harmless, of, and from all and singular

uses.

Yearly value.

Discharge of incumbrances.

Covenant Bargains, &c. had, made, done, or ſuffered, or hereafter to be had, made, done, or ſuffered, before a perfect Recovery ſhall be had and perfectly executed, of all and ſingular the Premiſſes, with their Appurtenances, to the uſes afore in theſe preſents expreſſed: According to the true intent and meaning of theſe preſent Indentures (the chief Rents and Services hereafter to grow due for the Premiſſes, to the chief Lord or Lords of the Fees of the ſame, and all Leaſes for years heretofore made and granted, not exceeding the term of 21 years now to come, not hurtful or prejudicial to the clear yearly value of 20 l. afore ſpecified; and whereupon the old uſual yearly rent or more, have been reſerved or ſhall be yearly due and payable, during the continuance of the ſame Leaſes, to the uſes afore in theſe preſents mentioned, only excepted and ſurpriſed.) And furthermore, the ſaid *W.* covenanteth with the ſaid *R.* his, &c. that for the better aſſurance of all and ſingular the Premiſſes, with all and ſingular their Appurtenances, to be had and made ſure, to the uſes afore in theſe Indentures ſpecified and limited, he the ſaid *W.* and his Heirs, and all and every other perſon and perſons, and their Heirs, any thing lawfully having, or lawfully claiming in or to the Premiſſes, or any part thereof, by, from, or under the ſaid *W.* or the ſaid his Father, or *M. J.* his Mother, or any of them (other then only the Lords, and their Aſſigns, claiming for or by reaſon of their Leaſes afore mentioned in theſe preſents) ſhall and will upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *R. P.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do, make, knowledg, and ſuffer to be done, all and every ſuch lawful and reaſonable Acts and Acts, thing and things, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, ſingle or double, or by any other ways or means whatſoever, with warranty againſt them and their Heirs only, as by the ſaid *R.* his, &c. ſhall be deviſed, &c. at any time or times, within the ſpace of five years, next after the day wherein marriage ſhall be had between the ſaid *W. J.* and *F. P.* And the ſaid *R. P.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant and grant to and with the ſaid *W. J.* his Executors and Adminiſtrators by theſe preſents; And by theſe preſents doth declare his mind and pleaſure to be, That after the deceaſe of the ſaid *R. P.* the ſaid *F.* his Daughter (if ſhe be then living) at or upon reaſonable demand ſhall or may have a reaſonable and moveable Childs portion, agreeable to the ancient uſe and cuſtom of the City of *L.* of all ſuch Goods, Chattels, and Credits, as ſhall be of the ſaid *R. P.* at the time of his deceaſe, in ſuch manner as any other Child or Children of the ſaid *R. P.* ſhall or ought to have, by virtue or means of the ſame cuſtom; Any advancement received before, or at any time of marriage of the ſaid *W.* and *F.* or after their marriage, by or from the ſaid *R. P.* in any wiſe notwithſtanding. In Witneſs, &c.

Further aſſurance.

Covenant for a Childs Portion (beſides the preſent advancement) at the death of the Father.

An

An Indenture of Limitation of Uſes upon a Marriage.

THis Indenture made, &c. Witneſſeth, That it is covenanted, granted, concluded, condeſcended, and fully agreed by and between the ſaid parties, to theſe Preſents in manner and form following: And firſt, The ſaid *E. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, grant, and fully agree, to and with the ſaid *I. O.* his Executors, and Adminiſtrators, by theſe preſents, That *A. S.* Son and Heir apparent of the ſaid *E. S.* ſhall before the Feaſt of, &c. next enſuing, after the day of the date hereof, by Gods permiſſion, eſpouſe, marry, and take to his wife *A. O.* Daughter of the ſaid *I. O.* if ſhe the ſaid *A. O.* will thereunto conſent and agree, and the Laws of the holy Church, the ſame will permit and ſuffer: And in like manner the ſaid *I. O.* &c. In conſideration of which ſaid Marriage ſo to be had and ſolemnized in manner and form aforeſaid, and alſo in conſideration of ſuch ſum and ſums of money, as are already paid, and otherwiſe agreed upon to be paid, to the ſaid *E. S.* by the ſaid *I. O.* and wherewith the ſaid *I. O.* ſtandeth bounden, charged, or covenanted, in any wiſe, to pay or ſatisfie unto the ſaid *I. O.* in conſideration of the ſaid Marriage; as alſo for the better continuance and preſervation of the Houſe and Name of the ſaid *E. S.* with ſuch Manors, Lordſhips, Lands, Tenements, and Hereditaments, as hereafter in theſe preſents are mentioned, expreſſed, or intended, to be grant or conveyed, as long as it ſhall pleaſe God to permit and ſuffer the ſame, and for the better advancement of the ſaid *A. S.* with a convenient Joynture for the ſaid *A.* and likewiſe for the preferment and advancement of the Children, and others of the Kindred and Blood of the ſaid *E. S.* and for the natural love and affection which he beareth to them, and every of them. It is further covenanted, concluded, and fully agreed, by and between the ſaid parties to theſe preſents, in manner and form following: And firſt, the ſaid *E. S.* for himſelf, &c. doth covenant and grant, to and with the ſaid *I. O.* his Executors, and Adminiſtrators, &c. and with every of them by theſe preſents, that he the ſaid *E. S.* his Heirs, within the ſpace of, &c. ſhall and will, at the coſts and charges in the Law of the ſaid *I. O.* and at and upon the reaſonable Requeſt or Requeſts of the ſaid *I. O.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, to be made to the ſaid *E. S.* at, &c. upon 20 days warning by Word or Writing, or otherwiſe without Requeſt by Fine or Fines, with Proclamations in due form of Law, to be levyed, Recovery or Recoveries to be had and paſſed, according to the Order and Courſe of Common Recoveries, Deed or Deeds, Inrolled, or not Inrolled, Feoffments, or ſuch other good and ſufficient Conveyances and Aſſurances in the Law, as by him the ſaid *I. O.* his Heirs, Executors or Aſſigns, or their, or any of their Councel learned, ſhall be reaſonably deviſed or adviſed. So that the ſaid *E. S.* be not inforced to travel further than, &c. for the doing, making, or acknowledging of ſuch ſaid Fine or Fines, Recovery or Recoveries, or ſuch ſaid other Aſſurance or Conveyance

Conſiderations.

To make further Covenant and Aſſurances.

ance aforesaid, shall and will convey and assure, or cause to be conveyed and assured unto *R. H. T. T.* &c. and their Heirs, or to the Heirs of one of them, and to the Survivor of them and his Heirs, all and singular his Mannors and Lordships of *S.* &c. and in the said County of *L.* and also all and singular Sites, Seigniories, Services, Franchizes, Priviledges, Court-Leets, Perquisites of Courts and Leets, View of Franck-pledge, and all that to View of Franck-pledge appertaineth, and all other Appurtenances, Emoluments, and Hereditaments whatsoever, unto the said Mannors and Lordships, or unto any of them appertaining or belonging. And all and singular his Mannors, Messuages, Mills, Dove-houses, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Commons, Common of Pasture, and Turbary Rents, Reversions, Services, Appurtenances, Emoluments and Hereditaments whatsoever, within the several Towns, Townships, Fields, Hamlets, Precincts and Territories of, &c. or elsewhere within the said County of *L.* in whose Hands or Possession soever the same be, or shall be; and also the Advowsons of the Churches of *C. D.* and *S.* foresaid. And for the better Declaration of the Use, Uses, and Intents and Purpose of such said Fine, and Fines, Recovery or Recoveries, and other Estates, Assurances and Conveyances, so to be knowledged, suffered, executed, or made of the said Premisses as aforesaid; it is covenanted, granted, and agreed by and between the said parties to these presents. And the said *E. S.* for himself, &c. doth Covenant, Promise, Grant, declare, limit, and fully agree, to, and with the said *J. O.* his, &c. and to and with every of them by these presents, That the said Fine and Fines, Recovery and Recoveries, Estate and Estates, and other Assurances whatsoever, to be levied, knowledged, or made of the said Premisses, or any part or parcel thereof as aforesaid, and the Estate, Right, Title, Interest and Possession of them the said *R. H. T. T.* and their Heirs, and the Survivors and Survivor of them, his and their Heirs, shall be and for ever be, adjudged, &c. to be, and also that the said *R.* &c. shall stand and be seised, of, and in the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Appurtenances, Emoluments and Hereditaments, and of all other the said Premisses, with all and singular their Appurtenances, and every part and parcel thereof, to the several Uses, Intents, Purposes, Agreements, Limitations, Liberties, Provisoes and Conditions hereafter in these presents expressed, mentioned and declared, and to no other use, intent or purpose, in any wise, *viz.* Of, in, and upon all that Messuage, Tenement and Farmhold, situate, lying, and being in *S.* aforesaid, now or late in the Occupation of, &c. And of, in, and upon all Houses, Edifices, Buildings, Barns, Stables, Kilnes, Dove-houses, Orchards, Gardens, Crofts, Lands, Tenements, and Hereditaments thereunto belonging or appertaining, or therewith, as part, parcel, or member thereof, heretofore had, occupied, used, demised, enjoyed, accepted, or taken, with all and singular their Appurtenances, being parcel of the said Premisses afore covenanted, to be assured and conveyed as aforesaid, to the use and behoof of them the said *A. S.* and *A.* now his wife, and their Assigns, for, and during the term of their natural lives, and for and during, and until the full end and term, and during all the term of the

Declaration dez uſes del Fint.

Lands appointed for the Joynture of A.

natural life of the Survivor, and longeſt liver of them the ſaid *A.* and *A.* for, and in recompence, and as parcel of the Feoffment or Joynture of the ſaid *A.* and by and immediately after the natural death and deceaſe of them the ſaid *A.* and *A.* then to the uſe, &c. **And alſo** of, in, and upon all the reſt and reſidue of the ſaid Mannors, Lordſhips, Lands, Tenements and Hereditaments, and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, whereof the ſaid Fine or Fines, Recovery or Recoveries, and other the Aſſurances and Conveyances aforeſaid, are before, in and by theſe preſents, covenanted to be had, levied, or acknowledged as aforeſaid, other than the ſaid Meſſuage, Tenement and Premiſſes, in the poſſeſſion of the ſaid, &c. and his Aſſigns as aforeſaid, to, and for the only uſe and behoof of him the ſaid *E. S.* party to theſe preſents, and of his Aſſigns, for, and during the term of the natural life of him the ſaid *E. S.* without impeachment of any manner of Waſt, by him the ſaid *E. S.* to be charged, and chargeable with ſuch Annuities, yearly Rents, ſums of Money, Payments, or Rents & Diſtreſs for the ſame, as ſhall be hereafter in theſe preſents limited or expreſſed, according to the true intent of theſe preſents. And by and immediately after the natural death and deceaſe of the ſaid *E. S.* then to the uſe and behoof of, &c. **Provided alwayes**, and for the further explaining of the true intent and meaning of the ſaid Parties to theſe preſents; It is further covenanted, granted, concluded, condeſcended, and fully agreed, by and between the ſaid Parties to theſe preſents, and nevertheleſs, the ſaid *E. S.* for, &c. doth further Covenant and Grant, to, and with the ſaid *J. O.* his, &c. and to, and with every of them by theſe preſents, That the ſaid Fine and Fines, Recovery and Recoveries, and other the Aſſurances and Conveyances afore Covenanted, or mentioned to be levyed, ſuffered, had, or made of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, with the Appurtenances, or any part thereof, ſhall be, and that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor and Survivors of them and his, or their Heirs, ſhall ſtand and be ſeiſed of, and in all and every the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes other than, &c. and excepting the ſaid Meſſuage, Tenement and Premiſſes, now in the poſſeſſion of, &c. as well to and for the uſe of ſuch perſon and perſons, and of, and for ſuch and the ſelf-ſame Eſtates, Uſes, Intents and Purpoſes, as before, in, and by theſe preſents are thereof expreſſed and declared, nevertheleſs charged and chargeable, with their payments of ſuch Rents, ſums of Money, and annual Payments, as hereafter in theſe preſents are limited, Covenanted, or intended to be paid out of, or out of the ſame. **And alſo**, to, and for the aſſurance of ſuch ſaid Rents, Sums of Money, and Payments, and in ſuch ſort, manner and form, as hereafter followeth: That is to ſay, The ſaid Eſtate and Eſtates, and every of them ſhall be, and that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them and his Heirs, ſhall ſtand, and be thereof, and every part thereof (except before excepted) ſeiſed to, and for ſuch uſe, uſes, intent and purpoſe notwithſtanding, and the uſe or uſes thereof before in theſe preſents limited or expreſſed: That if the ſaid *E. S.* during his life-time, and after his death, all and every other perſon and perſons, to whom the ſaid Premiſſes (except

A yearly Rent for the maintenance of A. *and* A. *his wife, and for fulfilling up her Joynture.*

(except before excepted) ſhall by force and virtue of the Uſes & Limitations before in theſe preſents thereof declared, come, remain, or be, as they and every of them ſhall come to, and be in actual and real poſſeſſion or exception of the ſame, or their ſeveral Aſſigns, ſhall not, or do not yearly, from and after the day of the date hereof, for, and during the term of the natural lives of them the ſaid *A. S.* and *A.* his Wife, and for, and during the term of the natural life of the Survivor and longeſt liver of them, well and truly content, ſatisfie, and pay unto the ſaid *A. S.* and *A.* his wife, their Executors, Adminiſtrators and Aſſigns, at, or within, &c. the whole and juſt Sum, or yearly Rent or Payment of, &c. of good and lawful money of *England*, yearly, at two ſeveral Feaſt-days in the year, *viz.* By even Portions, without any further delay; the firſt payment thereof to commence and begin at the Feaſt of, &c. next enſuing the day of the date of theſe preſents, that then, and from thenceforth, and ſo often as the ſaid Rent or yearly Payment of, &c. or any part or parcel thereof, ſhall fortune to be behind, after the day of the date hereof, during the natural lives of the ſaid *A. S.* and *A.* and during the life of the Survivor and longeſt liver of them. It ſhall and may be lawful, to, and for the ſaid *A.* and *A.* his Wife, or unto either of them, their, or either of their Executors or Aſſigns, Deputy or Deputies, in that behalf lawfully authorized, at all, or any time or times thenceforth, into all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with all and ſingular their Appurtenances, (other than the ſaid Meſſuage) and into every, or any part or parcel thereof, to enter and diſtrain, as well for the ſaid yearly Sum of money, or annual Payment of, &c. and for every, or any part or parcel thereof, ſo being behind and unpaid as aforeſaid, as alſo for the Arrearages of the ſame, and every or any part thereof, if any be, or ſhall be then behind and unpaid: And the Diſtreſs and Diſtreſſes ſo there taken, lawfully to lead, drive, take, carry away, and impound, and with them, or either, or any of them, to detain and keep, until ſuch time as the ſaid yearly Rent or Payment of, &c. and every part and parcel thereof, ſo to be behind and unpaid as aforeſaid, and the Arrearages thereof, if any ſhall fortune to be behind and unpaid as aforeſaid, be unto them the ſaid *A.* and *A.* his wife, or the one of them; their, or the one of their Executors, Adminiſtrators or Aſſigns, or ſome of them, fully contented, ſatisfied and paid. Provided alſo, and it is further Covenanted and agreed between the ſaid Parties to theſe preſents, That the ſaid Fine or Fines, Recovery and Recoveries, and other the Aſſurances or Conveyances afore Covenanted or mentioned, to be levyed, ſuffered, had, or made of the ſaid Premiſſes, or any part thereof ſhall be, and alſo that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor and Survivors of them, and his or their Heirs ſhall ſtand and be ſeiſed of, and in all and ſingular the ſaid Premiſſes, with the Appurtenances, other than the ſaid Meſſuage to; and for ſuch intent and purpoſe, that it ſhall and may be lawful to, and for the ſaid *E. S.* at any time or times during his life, by his laſt Will and Teſtament in Writing, or otherwiſe by his Writing under his Hand and Seal, to aſſure, appoint, limit and convey to the now Wife of the ſaid *E.* or any other lawful Wife or Wives, which he the ſaid

Diſtreſs for the Rent.

Proviſo to make Joyntures for Wives.

E. S. ſhall hereafter fortune to marry for term of life, only of ſuch wife or wives, or to any other perſon or perſons, to the uſe of any ſuch wife or wives for term of life; only of ſuch wife or wives, for, and in the name of the Joynture or Joyntures of ſuch ſaid wife or wives a full 3d part, or leſs, or ſo much as ſhall amount to a full 3d part, or leſs, of all the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes; ſo that the ſaid Meſſuage be not part or parcel thereof; and ſo that no ſuch Aſſurance, Appointment, Limitation or Conveyance, ſhall, or do extend unto, or be made of more, or any greater part of the Capital Houſes, Demeſne Lands, Milne and Fiſhings now in the annual Occupation of the ſaid *E. S.* then a full 3d part of the ſame. **And further alſo,** That it ſhall and may be likewiſe lawful to, and for the ſaid *E. S.* from time to time, and at all and every time and times hereafter, during the term of his natural life, by his Deed or Deeds, or other lawful Act or Acts in Writing under his Hand and Seal, or otherwiſe by his laſt Will and Teſtament, to give, grant, diſpoſe, limit, aſſign, aſſure, convey, or appoint, to any perſon or perſons whatſoever, all and every, or any the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and other the ſaid Premiſſes, with all and ſingular their Appurtenances, the chief Houſe called, &c. and the Demeſnes thereto belonging, and all Mills, Mill-Dams, and free Fiſhing, now in the poſſeſſion of the ſaid *E. S.* (And alſo the ſaid Meſſuage, Tenement, and Lands, before, in and by theſe Preſents, limited, expreſſed, or appointed, to or for parcel of Joynture of the ſaid *A.* only excepted, for and during the term of 21 years, or ſome ſhorter or leſſer term of years, or for the term of one, two, or three lives, to be all in full life at the time of the making of ſuch Grant, Leaſe, Demiſe, or Deviſe aforeſaid, charged or chargeable, with ſuch Rents, ſums of Money, and payments, as before or after in theſe Preſents are appointed, limited or declared, to be had, levied, or iſſuing out of the ſame, or any part thereof, as in theſe preſents is mentioned and declared; ſo always, that all and every ſuch Leaſe and Leaſes, Deviſe and Deviſes, nor any of them be not made, to be without impeachment of any manner of Waſt, by any ſpecial Clauſe, Proviſo, or Covenant therein to be contained; and that every ſuch Leaſe, Grant, Demiſe or Deviſe be ſo made of Lands or Tenements in poſſeſſion, uſually letten to Farm by the greater ſpace of 21 years laſt paſt, and not of any Lands in Reverſion, and ſo that upon every ſuch Grant, Leaſe, Demiſe and Deviſe, the old and accuſtomed Rent and Rents, Boons, Averages, Cuſtoms and Services, or more, be reſerved to be due and payable, during the continuance of every ſuch Deviſe, Grant and Leaſe, at the Dayes and Times, and in ſuch manner and form as the ſame have been accuſtomed. **Provided alwayes,** and it is further covenanted, granted, and fully agreed by, and between the ſaid Parties to theſe preſents, for them, and every of them, their Heirs and Aſſigns, and the true intent and meaning of theſe preſents, &c. of either of the ſaid Parties, is, notwithſtanding any the Limitation or Limitations of the Uſe or Uſes, aforeſaid, That if it fortune the ſaid *E. S.* to die, having one Daughter or more of his body lawfully begotten, then to be living and married; or if any ſuch Daughter or Daughters ſhall be married, and the Marriage-money of ſuch Daughter

Power reſerved to make Leaſe.

For levying of Money for Daughters.

Daughter or Daughters agreed upon, and not fully paid at the time of the death of the said *E.* then if the said *A.* or the Heirs-males of his Body, or such other person or persons to whom the said Premisses other then Messuage, by vertue of these presents, shall come and remain according to the Uses and Limitations before in these presents limited and appointed, shall not and do not content and pay, yearly after the death of the said *E.* unto them the said *R. H. T. T.* or to the Survivor or Survivors of them, and his or their Heirs, the outward and just sum, or yearly Payments of 50 *l.* of good and lawful money of *England*, at one whole and entire payment, in and upon, yearly so long as, and until such time as they the said *R. H. T. T.* or the Survivors or Survivor of them, and his Heirs, shall, may or might, have had and received the whole and just sum of 500 *l.* to and for the use, benefit, and behoof of the said Daughter and Daughters of the said *E. S.* as shall be so unpreferred in marriage, or otherwise married, and the marriage-money agreed upon, and not fully satisfied at the time of the death of the said *E.* for, and towards their better Preferment, Education and Advancement, the first payment thereof to be made in and upon the Feast day of *A.* next ensuing after the death of the said *E.* that then, by, and immediately after such default of payment of any the said Sum or Sums of money, or of any part or parcel thereof, in manner and form aforesaid, the said Fine and Fines, Recovery and Recoveries, Estate, Conveyances and Assurances so to be had, made, of all the said Premisses as aforesaid, other then the said Messuage, and the Execution thereof shall be. And also, That they the said *R. H. T. T.* and their Heirs, and the Survivor of them, and his Heirs shall stand and be seised of, and in all the said Mannors, Messuages, Lands, Tenements and Hereditaments, other than the said Messuage before, in, and by these Presents limited and appointed, for the Joynture of the said *A.* to such use, intent and purpose, that it shall and may be lawful to and for the said *R. H. T. T.* their Heirs and Assigns, or Attornies, in that behalf, after the death of the said *E. S.* and after default of payment of the said Sum of, *&c.* yearly, and so often as default of payment thereof shall be made as aforesaid, from time to time so long as, and until such time as they the said *R. H. T. T.* their Heirs and Assigns, shall or may, or otherwise might have received the said Sum of, *&c.* to the use and benefit of the said Daughter and Daughters as aforesaid, into the said Mannor, *&c.* and with them to detain and keep, until they, and either of them of the said yearly Rent, or Payment of, *&c.* and every part thereof, then to be due, be fully contented, satisfied and paid, the same to be bestowed and employed by the said *R. H. T. T.* and the Survivors and Survivor of them, his and their Heirs, for, and towards the preferment and advancement in Marriage, or otherwise, of such said Daughter and Daughters, any Use, limitation of Use, other than the said yearly Rent or Payment of, *&c.* afore-limited, and for the fulfilling and making up of the Joynture of the said *A.* before in these Presents expressed, to the contrary in any wise notwithstanding. Provided always, and it is likewise further covenanted, granted, and fully agreed by and between the said Parties, to these Presents, for them, their Heirs and Assigns, and the true intent and meaning of these presents, and of the said

Parties, is, notwithstanding any the limitation of the Use or Uses aforesaid, that if it fortune the said *A. S.* to die, having one or more Daughters of his Body lawfully begotten, then to be living, and unmarried, or their Marriage-money not fully paid at the time of the Death of the said *A. S.* and having also Issue-male of his Body lawfully begotten; and then if the said Issue-male of the Body of the said *A.* shall not, or do not yearly after the death of the said *A.* and after the death of the said *E. S.* content, and pay unto the said Daughter or Daughters of the said *A.* the whole and just sum, or yearly payment of, &c. of good and lawful money of *England*, at one whole and intire payment, in and upon, &c. yearly so long as, and until such time as such said Daughter and Daughters, or some of them, shall, may or might have had, and received the whole and just sum of, &c. to, and for the use, benefit, and behoof of such said Daughter and Daughters of the said *A.* and for default of such Issue-male of the Body of the said *A.* then of the Issue-male of the Body of the said *E. S.* if the said *E.* shall have any Issue-male of his Body lawfully begotten, then to be living, shall not, or do not yearly after the death of the said *A.* and after the death of the said *E.* as they, and every of them shall come, and be in possession of the said Premisses, likewise content and pay unto such said Daughter and Daughters of the said *A.* the said whole and just sum of, &c. of good, &c. at one whole and entire payment, in and upon, &c. yearly, until such said Daughter and Daughters, their Executors and Assigns, or some of them, shall, may or might, have had, and received the whole and just sum of, &c. to, and for the use, benefit, and behoof of such said Daughter and Daughters, for their better preferment and advancement, the first payment to begin at the Feast, &c. next ensuing, after the death of the said *E.* and *A.* And for default of such Issue, then if all and every person and persons, to whom the next and immediate Remainder of the said Premisses, by force, and according to the effect of the uses aforesaid, shall then next and immediately belong and appertain, as they, and every of them shall come to, and be in actual possession of the said Premisses, shall not, or do not yearly after the several deaths of the said *E.* and *A.* without Issue-male of their several Bodies as aforesaid, content and pay unto such said Daughter and Daughters of the said *A.* the whole and just Sum of, &c. of like lawful money of *England*, at one whole and entire payment, in and upon, &c. yearly, until such time as such said Daughter and Daughters of the said *A.* their Executors or Assigns, or some of them shall, may or might, have had, and received the whole and just Sum of, &c. to, and for the said benefit and behoof of such said Daughter and Daughters of the said *A.* for, and towards their better Preferment, Education and Advancement; the first payment thereof to be made in and upon the, &c. next ensuing, after the death of the said *E.* and *A.* without Issue-male of their, or either of their Bodies as aforesaid: Or otherwise, if it fortune the said *A. S.* to die without Issue-male, or Female of his Body lawfully begotten, then if the Issue-male of the Body of the said *E.* if the said *E.* shall have any Issue-male of his Body lawfully begotten; and for default of such Issue, if all and every other person and persons, to whom the next and immediate Remainder of the said Premisses, by force, and according

cording to the effect of the Uſes aforeſaid, ſhall next and immediately belong and appertain, as they, and every of them ſhall come to, and be in actual poſſeſſion of the ſaid Premiſſes, ſhall not, or do not after the death of the ſaid *A.* without Iſſue-male of his Body, and after the death of the ſaid *E.* ſhall not, or do not content and pay unto the ſaid *R. H. T. T.* or unto the Survivors or Survivor of them, his or their Heirs, the whole and juſt Sum of, &c. of like lawful money of *England*, at one whole and entire Payment, in and upon the, &c. yearly, and until ſuch time as they the ſaid *R. H. T. T.* or the Survivor or Survivors of them, or the Heirs of the Survivor of them, ſhall, may, or might have had, and received the whole and juſt Sum of, &c. to be by them uſed, beſtowed, paid, and imployed to, and for ſuch Uſe and Uſes, and to the uſe of ſuch perſon and perſons as the ſaid *E. S.* by his laſt Will and Teſtament, or other his Deed or Writing, under his Hand and Seal, in his life-time ſhall ſet down, expreſs, limit, or appoint the firſt Payment thereof to be made in and upon, &c. next enſuing, after the death of the ſaid *E. S.* and *A. S.* without Iſſue-male of their, or either of their Bodies as aforeſaid, that then, by, and immediately after ſuch default of Payment of the ſaid yearly ſum of, &c. or any part or parcel thereof ſo to be made by the Iſſue-male of the Body of the ſaid *A.* and for default of ſuch Iſſue-male, by the Iſſue-male of the Body of the ſaid *E.* and for default of ſuch Iſſue, by any other perſon and perſons to whom the next and immediate Remainder of the ſaid Premiſſes, by force of theſe preſents, ſhall belong and appertain in manner and form aforeſaid, the ſaid Fine and Fines, Recovery and Recoveries, Eſtate, Conveyance and Aſſurance ſo to be had and made of the ſaid Premiſſes as aforeſaid, other than the ſaid Meſſuage, and the Execution thereof ſhall be: **And alſo**, that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them, and his Heirs, ſhall ſtand and be ſeiſed of, and in all the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, other than the ſaid Meſſuage as aforeſaid, to ſuch intent and purpoſe, that it ſhall and may be lawful to, and for ſuch Daughter and Daughters of the ſaid *A.* their Executors and Aſſigns; and for default of ſuch Iſſue of the Body of the ſaid *A.* unto the ſaid *R. H. T. T.* or to the Survivors or Survivor of them, his and their Heirs, after the death of the ſaid *A.* and after default of payment, and ſo often as default of payment ſhall be made by ſuch Iſſue-male of the Body of the ſaid *A.* or by ſuch Iſſue-male of the Body of the ſaid *E.* or by ſuch other perſon or perſons from time to time, ſo long as, and until ſuch time as the ſaid Daughter and Daughters of the ſaid *A*: And for default of Iſſue of the Body of *A.* then the ſaid *R. H. T. T.* or their Heirs, and the Survivor of them, his and their Heirs, ſhall or may, or otherwiſe might have received the ſaid ſeveral Sums of money, in manner and form aforeſaid, to enter and diſtrain, as well for the ſaid yearly Sum or Payment of, &c. as alſo for the Arrearages thereof, and for ſo much thereof, as ſhall ſo fortune to be behind and unpaid; at the time of ſuch default of Payment, by the Iſſue-male of the Body of the ſaid *A.* and in default of ſuch Iſſue, by the Iſſue-male of the Body of the ſaid *E.* and in default of ſuch Iſſues, by ſuch other perſon and perſons as is aforeſaid: And the Diſtreſs, &c. to detain and keep, until ſhe or they, and every of them, of the ſaid yearly Payment or

If A. *have no iſſue, then the mony to be levied to ſuch uſes as* E. S. *by his will ſhall appoint.*

Rent of, &c. and every part then to be due, be fully contented, ſatisfied and paid, any Uſe, or limitation of Uſe before in theſe Preſents expreſſed, other than the ſaid yearly Rent or Payment of, &c. afore by theſe Preſents limited, for the fulfilling and making up of the Joynture of the ſaid *A.* and the 400 l. to be paid to the ſaid *R. H. T. T.* to the benefit and behoof of the Daughters of the ſaid *E.* to the contrary thereof in any wiſe notwithſtanding. And it is further covenanted, granted and fully agreed, by and between the ſaid parties to theſe Preſents, for them and their Heirs, that all ſuch Lands, Tenements, and Hereditaments, parcel of the Premiſſes, which ſhall be demiſed, granted, deviſed, leaſed or appointed, to any perſon or perſons, by the ſaid *E. S.* according to the true intent and meaning of theſe proviſoes, before in theſe Preſents mentioned, above every part and parcel thereof, immediately by, and after ſuch Leaſe, Demiſe, deviſe, limitation or appointment, had and made, ſhall remain and be. And that the ſaid Fine and Fines, Recovery and Recoveries, and the Aſſurance, Conveyance and Eſtate ſo to be acknowledged, levied, had and made of the ſaid Premiſſes, ſhall be; and alſo that they the ſaid *R. H. T. T.* and their Heirs, ſhall ſtand and be ſeized of the ſaid Premiſſes, or of ſo much thereof, as ſhall be ſo demiſed, leaſed, deviſed, or appointed as aforeſaid, to the uſe of every ſuch perſon and perſons, to whom the ſame ſhall be ſo demiſed, deviſed or appointed, for and during ſuch Term, Eſtate and Terms, and by and under ſuch Rents, Services and Boons, Averages, and Conditions, as ſhall be contained in every ſuch ſaid Demiſe, Deviſe and Leaſe, and the Reverſion and Reverſions thereof, to the uſe and behoof of ſuch perſon or perſons, to whom the ſaid Lands and Tenements, ſhould or ought, by the purport and true meaning of theſe Preſents, to have reverſed, remained, come or been, if no ſuch Demiſe, Deviſe, Leaſe, or Appointment, had been thereof had or made, and of like Eſtate, and Courſe of Inheritance, and with ſuch Remainder and Remainders, in like ſort, and in the ſame order, degree, manner and form, to all intents and purpoſes, as the ſame ſhould or ought to have come, Reverted, remained or been, if no ſuch Demiſe, Deviſe, Leaſe, Grant or Appointment, had been thereof had or made in any wiſe: Provided always, and it is likewiſe covenanted, granted, and fully agreed; by and between the ſaid parties to theſe Preſents, for them and either of them, their, and either of their Heirs and Aſſigns, that if the ſaid *A.* Wife of the ſaid *A.* ſhall fortune to die without any Iſſue of her Body, lawfully begotten by the ſaid *A. S.* at any time during the natural life of the ſaid *E. S.* that then, and from thenceforth, all the uſe, uſes, and charges before, in and by theſe preſents, limited, appointed, created or raiſed, of or in the Premiſſes, other then of, and in the ſaid Meſſuage, and other than the ſaid Annuity or Annual Rent of, &c. by the year, before by theſe Preſents, limited, appointed, or intended unto the ſaid *A.* and *A.* his Wife, ſhall ceaſe, end and determine, and that then, and from thenceforth, as well the ſaid Fine and Fines, Recovery and Recoveries, and other Aſſurances aforeſaid, afore by theſe Preſents, covenanted to be levied, knowledged, ſuffered and made of the ſaid Premiſſes, and the Execution thereof, ſhall be, and alſo that then, and from thenceforth, they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them and his

Proviſo, if Ann *die without Iſſue by* A. *then the uſes to be void.*

his Heirs, shall stand and be seized, of and in all and singular the said Mannors, other the Appurtenances, and except the said Messuage, and other the Appurtenances; and except the said Annual Rent, of, &c. by the year before by these Presents limited and appointed unto the said *A.* and *A.* as aforesaid, and of every part and parcel thereof, to the use and behoof of, &c. And the said *E. S.* for the causes and considerations aforesaid, for him, his Heirs, Executors and Administrators, doth covenant, grant, and agree to and with the said *A. N.* &c. their Heirs, Executors, Assigns, and to and with every of them, by these Presents, that if the said Fine and Fines, Recovery and Recoveries, and other the state before covenanted to be conveyed by the said *E. S.* to them the said *R. H. T. T.* be not lawfully and perfectly levied, knowledged, suffered, executed, and perfected, before the said Feast of, &c. He the said *E. S.* and his Heirs, and all and every other person and persons, and their Heirs that now are, or shall at any time hereafter stand, or be seized, of all, or any the said Mannors, Messuages, Lands, Tenements and Hereditaments, not assured, or not conveyed to the uses, or intents before mentioned, by reason of any want or imperfection, shall for the considerations aforesaid, stand, continue and be seized thereof, and of every part and parcel thereof, which are not, or shall not be conveyed and assured, according to the true intent and meaning of the Covenants and Limitations aforesaid, to such several uses, intents, purposes, limitations, conditions, provisoes, and agreements, as before in these Presents are limited and declared of the same Premisses, and of every part and parcel thereof, according to the true intent and meaning of these Presents, any thing before mentioned, to the contrary thereof in any wise notwithstanding. *Incumbrances.* **And further** also, that the said Mannors afore covenanted to be conveyed or assured as aforesaid, and every of them, and every part and parcel thereof, now are and so shall from time to time, and at all times, &c. except the Rents and Services from henceforth to be due and payable to the chief Lord or Lords of the Fee or Fees thereof, the Title of Dower of *A.* now Wife of the said *E. S.* and all Conveyances, Assurances, Acts, and Things whatsoever, in these Presents covenanted and permitted to be made or done by the said *E. S.* and such Leases, or promises of Leases, as have been made by the said *E. S.* before. **And further likewise,** That he the said *E. S.* and the Heirs and Assigns of the said *E.* and every of them, shall and will well and truly, at all and every time and times hereafter, during the term of, &c. make, do, knowledg, suffer, execute and accomplish, and cause to be made, done, knowledged, suffered, executed and accomplished, all and every such further act and acts, thing and things, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, be it, or they, by Fine or Fines, with Proclamations, Recovery or Recoveries, with single or double Voucher or Vouchers, Deed or Deeds, to be lawfully and perfectly executed, or any other way or means whatsoever, be it by matter of Record, or otherwise, as by the said *J. O.* his Heirs or Assigns, or his, or their Counsel learned in the Law, shall be lawfully and reasonably devised, advised or required, for the further, better, and more perfect assurance, surety, sure making, conveying and assuring of the said Mannors, *Further assurance.*

Messuages,

Meſſuages and Premiſſes, with the Appurtenances, to ſuch ſeveral uſes, intents, purpoſes, conditions, limitations, proviſoes, matters, agreements, and things, as before in theſe preſents are expreſſed, ſet forth, limited, declared, or appointed of the ſaid Premiſſes, and every, or any part or parcel of the ſame, and to no other uſes, intents, purpoſes, or meanings in any wiſe. *For Tythes.* And whereas, the ſaid *E. S.* is, and at this preſent ſtandeth poſſeſſed for the Term of many years, yet enduring of, and in all the Tythes of Corn, Grain, and Hay, yearly coming, growing, encreaſing and renewing, of, or within the Town, Townſhips, Fields, Hamlets, or Territories of, &c. within the ſaid County of *L.* and of the Tyth-barn of *H.* aforeſaid, and of all other Tythes whatſoever, belonging unto, or uſually joined in the ſaid Tyth-barn of, &c. and alſo of and in the Rents reſerved upon any Leaſe or Leaſes, made of the ſaid Premiſſes, or of any part thereof. Now, the ſaid *E. S.* for himſelf, &c. doth Covenant, grant and agree to and with the ſaid *I. O.* his, &c. by theſe Preſents, that all ſuch part of the ſaid Term or Terms of years and Intereſt, of and in the ſaid Tyth-barn, and Tythes and Premiſſes, as the ſaid *E. S.* now hath, which he the ſaid *E. S.* ſhall not hereafter grant, demiſe, let, or bequeath, to any perſon or perſons, by his Deed or Deeds, under his Hand or Seal, or by his laſt Will and Teſtament in Writing, ſhall after the deceaſe of the ſaid *E.* be conveyed, remain, come and be to the ſaid *A.* to his own uſe for the better maintenance of the Hoſpitality and Houſe-keeping, by the ſaid *A. S.* at *S.* aforeſaid. *Revocation in part.* Provided alwayes, and nevertheleſs, it is the true intent and meaning of all the ſaid parties to theſe Preſents, that if the ſaid *E. S.* be minded or determined at any time, during his natural life, to alter and determine the State and Eſtate limited in uſe, in ſuch ſort as is aforeſaid, to the ſaid *T. S.* and the Heirs-males of his Body lawfully begotten; and for default of ſuch Iſſue to the ſaid *I. S.* for term of his life, without Impeachment of Waſt, and after his deceaſe to, &c. and ſhall alſo by his Deed indented, at any time hereafter to be made between the ſaid *E. S.* of the one part, and the ſaid *R. H. T. T.* or the Survivors or Survivor of them on the other part, or by his laſt Will and Teſtament in writing under his Hand and Seal, declare and limit the ſame, or ſuch other uſes, as ſhall ſo ſeem meet and convenient to the ſaid *E. S.* That then, and from thenceforth, the ſaid Eſtates and uſes limited and appointed before by theſe Preſents, to the ſaid *T. S.* to ceaſe and determine, and to be utterly void, as though the ſame had never been had, made, limited, or appointed. And that then, and from thenceforth the ſaid Eſtates and Conveyances before mentioned, and every of them, ſhall be, and that they the ſaid *R. H. T. T.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeized of the ſaid Mannors, Meſſuages, Lands, Tenements, and Premiſſes, and every part thereof, to all the uſes and intents afore mentioned, in ſuch ſort, manner, form, courſe and degree, as the ſame are before expreſſed, the uſes before limited to the ſaid *T. S.* and the Heirs male of his body only excepted, and afterwards to ſuch new and other uſes, and for ſuch Eſtate and Eſtates, as ſhall be by the ſaid Deed indented, laſt before mentioned, or by the ſaid laſt Will and Teſtament, limited and appointed

pointed by the said *E. S.* to the said *T. S. J. S.* or to any of them, or to any other person or persons, nevertheless charged and chargeable with such Rents, Payments, and other matters as are before mentioned: **In Witness** whereof, &c.

Judgment of Covenants of Marriage for assuring a Joynture.

This Indenture made *&c.* between the Right Honourable Sir *W. C.* Kt. Baron of *B.* of the one part, and the Right Honourable *E. V.* Earl of *O.* Viscount *B.* and Lord of *B.* and *R.* of the other part, **Witnesseth**, That the said Earl, for and in consideration of a Marriage already had and solemnized, between him the said Earl, and the Lady now his Wife, Daughter of the said Sir *W. C.* and for, and in consideration of the Sum of 3000 *l.* of, *&c.* to him, *&c.* And for a competent Joynture to be had to the said Lady *A.* now Countess of *O.* doth Covenant and grant for him, his Heirs, Executors and Administrators, to and with the said Sir *W. C.* his Heirs, Executors, and Administrators, in manner and form following. **That is to say**, That he the said Earl or his Heirs, before the Feast of *A.* next ensuing the day of the date hereof, shall and will at the costs and charges in the Law of the said Sir *W. C.* his Heirs, Executors or Administrators, sufficiently assure, and convey by Fine or Fines, Recovery or Recoveries, in due form of Law to be levied and suffered, unto the Right Honourable Sir *J. D.* Kt. Lo. *D.* of *C. T. D.* Sir *W. F.* Kt. and *H. G.* Esq. and to their Heirs, or to the Heirs of one of them, all the Mannors, Messuages, Mills, Tofts, Lands, Tenements, Meadows, Leasures, Pastures, Woods, Underwoods, Moors, Marshes, Heaths, Wast-ground, Waters, Fishings, Rents, Reversions, Services, Courts, Liberties, Franchises, and Hereditaments of the said Earl whatsoever, hereafter mentioned and expressed, with all and singular their Rights, Members and Appurtenances: **That is to say**, All those the Mannors, Lordship, Tenements and Farms of *W. N. B. C. I. D.* with all and singular their Rights, Members, and Appurtenances, in the County of *E.* and all and singular the Farms, Granges, Parks, Lands, Tenements and Hereditaments of the said Earl, in the said County of *E.* called or known by the names aforesaid, or any of them. **And also**, all and singular Farms, Messuages, *&c.* **And** it is Covenanted, Granted, Concluded, Condescended and Agreed by these presents between the said parties for them and their Heirs, that the said Assurance and Conveyance, by Fine or Fines, Recovery or Recoveries to be made by the said Earl, or his Heirs, to the persons aforesaid, and to the Heirs of one of them, and all other Assurances and Conveyances of the said Mannors. and all other the Premisses, and every parcel thereof to be made to the said persons, or any of them, before the Feast of *A*, next coming, shall be to the Uses, Behoofs, Intents and Purposes hereafter expressed, **That is to say**, To the use and behoof of the said

Particulars differeth.

Uses.

said Earl, for term of his life, and after his decease then to the use and behoof of the said Lady *A.* now Wife to the said Earl, for and during her natural life, for, and in full recompence and satisfaction of the Dower which the said Lady *A.* by reason of the said Marriage had and solemnized between the said Earl and her, may or might by any way or means, challenge, claim, or demand of any the Honours, Castles, Mannors, Lands, Tenements and Hereditaments which the said Earl now hath, or heretofore hath had, or at any time hereafter shall or may have, during the coverture between him and the said Lady *A.* and after the decease of both the said Earl and Lady *A.* then to the use of the right Heirs of the said Earl for ever. Provided always, and it is agreed between the said Parties, that if it shall fortune that the said Lady *A.* at any time hereafter, during the life of the said Earl, shall be fully and perfectly resolved and determined jointly with the said Earl, or otherwise, by any way or means directly, or indirectly, or immediately to levy any Fine, or suffer any Recovery, or do, or assent to do any thing by matter of Record, or otherwise, whereby the Estate of, and in the Premisses before limited, or appointed to her the said Countess, for term of her life, or whereby any Estate or Term for years, or Interest of the said Estate to her limited of and in the said Mannors, Lands, Tenements, Hereditaments, and other the Premisses, or any parcel thereof should, or might pass, or be altered discontinued, taken away, removed, charged, incumbred, or devested out, or from the said Lady *A.* and shall attempt, or go about, or procure any such full and perfect Resolution and Determination, that then immediately after such attempt, or going about the said Use and Estate for life of, and in the Premisses before limited and appointed to the said Lady *A.* as touching all the Premisses, or such part or parcel of the Premisses, or touching any such attempt, or going about shall be made, shall cease, and be utterly void, touching the said Lady *A.* And that then, and from thenceforth, the said Assurance and Conveyance by Fine or Fines, or Recovery or Recoveries, and other Assurances to be made to the said Sir *I. D. L. D. T. D. W. F.* and *H. G.* and to their Heirs, or the Heirs of one of them, after the said Estate for life before limited and appointed to the said Earl, ended and determined shall be, and the said *I. D. L. D. &c.* and their Heirs, and the Heirs of every of them, and all other persons seized of the Premisses, shall from henceforth stand and be seized of, and in all the Premisses, or of such part and parcel of the Premisses, touching of which such attempt, or going about shall be had or made to the use and behoof of *W. H.* Son and Heir apparent of the said Sir *W. F. T. S.* Esq; *W. C.* Esq; second Son of Sir *A. C.* and their Heirs, for and during the life of the said Lady *A.* to the end and intent, that the said *W.* Son of *W. T. S.* and *W. C.* and the Survivor of them, or the Heirs of the Survivor of them, after the decease of the said Earl (if the said Lady *A.* shall fortune to over-live the said Earl) shall and may grant over their Estate to the said Lady *A.* in the same Premisses within six weeks after the decease of the said Earl; and after the decease of the said Earl, and the said Lady *A.* then the said Fines, Recoveries, and other the said Assurance, shall be to the Use

Provision, that if the Lady Anne *joyn in assurance by Fine* vel alias, *for aliening, or conveying over any the Land limited to her for life, then her Estate to cease, and the Feoffees to stand seized to those of strangers to them after the death of the Earl, they may reconvey their Interest to the use of Lady* Anne *back again.*

Uſes and Behoofs before in theſe Preſents limited and appointed, to be behind, and to take place after the deceaſe of the ſaid Earl, and Lady *A.* his Wife. **Provided alſo**, and it is Covenanted, Granted, Concluded, and Agreed between the ſaid Parties, and their Heirs, that the ſaid Earl ſhall, and may at all times hereafter, from time to time during his life, make Leaſes by Indentures of 21 years or under, to begin immediately after the date of the ſaid Indenture of any part of the ſaid Mannors, Lands, Tenements, and other the Premiſſes before limited, and aſſigned to the Joynture of the ſaid Lady *A.* other than of the ſaid Mannors and Farms of *W. N.* and *B.* with their Appurtenances. And of the Site, Orchard, Gardens, Lands, Tenements, Meadows, Leaſes, Paſtures, Woods, Waters, Fiſhings, and other Hereditaments, being accounted to be parcel of any of the ſaid Mannors, or Farms of *W. N.* and *B. K.* and other than the ſaid Lands, Tenements, and Hereditaments in the ſaid Pariſhes, Towns, and Hamlets, of *W. E.* and *E. B.* and alſo ſhall and may at all times hereafter, from time to time, during his life, make Leaſes by Indenture for term of three lives, or four lives, of any part of the ſaid Mannors, Lands, Tenements, and Hereditaments, within the ſaid County of *C.* and of the City of *C.* being then out of Leaſe, to begin immediately upon the making of any ſuch Leaſe or Leaſes, ſo as upon every ſuch Leaſe for life or lives, or years, to be made, the old and accuſtomed Rents, Duties, and Services, or more, ſhall be yearly reſerved, and payable yearly, during the ſaid terms, unto ſuch to whom the immediate Reverſion or Remainder therein ſhall be, and ought to have the ſaid Rents by the intent of theſe Preſents, and the ſaid Aſſurances and Conveyances of the Premiſſes, by Fine, Recovery, or otherwiſe to be made, and every of them ſhall be and enure: And the ſaid perſons to whom the ſaid Aſſurances and Conveyances ſhall be made, and their Heirs and Aſſigns, ſhall ſtand and be ſeiſed of the Premiſſes, and every part thereof, ſo to be demiſed and let, to the uſe and behoof of all and every ſuch perſons, to whom any ſuch Leaſe or Demiſe ſhall be made, and to their Heirs, Executors, Adminiſtrators, and Aſſigns, during the ſaid term and terms, to be contained in the ſaid Demiſes and Leaſes, according to the tenor and effect of the ſaid Demiſes and Leaſes; So as the ſame Leaſſees, their Executors, Adminiſtrators, and Aſſigns, and ſuch others, as ſhall have intereſt and terms of ſuch Leaſes, ſhall and do content and pay, to ſuch as ſhall have at that time the immediate Reverſions or Remainders of the Premiſſes, the Rents and Services to be reſerved in their Leaſes, at the times in the ſaid Leaſes mentioned, or within one moneth next after. And do alſo perform the Conditions and Covenants ſpecified in the ſaid Indentures of their Demiſes, and ſo as they do not, nor make any waſte or ſpoil in the Houſes, Buildings, Lands, Tenements, and Grounds ſo to be let. **And** the ſaid Earl, for him, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant by theſe preſents, to, and with the ſaid *W. B.* of *B.* his Executors and Adminiſtrators, that the ſaid Mannors, Lands, Tenements, and other the Premiſſes ſo to be conveyed and aſſured, as is aforeſaid, now be, and at the time of the ſaid Aſſurance to be made, ſhall be, and ſhall or may after the death of the ſaid Earl, and during

Power to make Leaſes.

during the life of the ſaid Lady *A.* continue, and be of the clear yearly value of 91 l. 6 s. 8 d. over and above all quit Rents, and other Rents and Charges iſſuing payable, or going out of the Premiſſes. And over and above all uſual Fees or Wages, due or uſually paid to the Stewards, Bayliffs, Receivers, Auditors, and other ordinary Officers of the Premiſſes heretofore accuſtomed to be allowed, or paid out of, or for the Premiſſes, or any parcel thereof, other than the Fees, Annuities and Charges hereafter expreſſed, which be iſſuing and going out of ſome part of the Premiſſes, during the time hereafter declared: That is to ſay, to *E. A.* Doctor in Phyſick, 20 l. yearly during his life, to *R. B.* yearly during his life 20 l. and to either of *S. S.* and *W. F.* Eſq; during their ſeveral lives 31 l. 6 s. 8 d. of and from which yearly Rents and Annuities, he, the ſaid Earl, for him, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant by theſe Preſents, to, and with the ſaid Sir *W. C.* his Executors and Adminiſtrators, that the Heirs, Executors or Adminiſtrators of the ſaid Earl, ſhall and will from the time of the death of the ſaid Earl, and during the life of the ſaid Lady *A.* acquit, diſcharge, or ſave harmleſs, as well the ſaid Lady *A.* and her Aſſigns, as the ſaid Mannors, Lands, Tenements, and other the Premiſſes, and every parcel thereof. And the ſaid Earl, for him, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant by theſe preſents, to, and with the ſaid *W.* his Heirs, Executors and Adminiſtrators, That he the ſaid Earl, and his Heirs, ſhall and will at all times hereafter, during the ſpace of two years, now next enſuing, make, do, and ſuffer to be done, at the Coſts and Charges in the Law of the ſaid *W. B.* of *B.* his Heirs, Executors or Adminiſtrators, all and every Act and Acts, Thing and Things, as ſhall be reaſonably deviſed or adviſed by the ſaid *W. B.* of *B.* his Heirs, Executors or Adminiſtrators, or by his or any of their learned Council in the Law; for the further aſſurance, and ſure making of the ſaid Mannors, Lands, Tenements, and other the Premiſſes, to be had, made, conveyed and aſſured, as is aforeſaid, to the uſes, intents and meanings aforeſaid: So as he the ſaid Earl, or his Heirs, be not compelled for the making, doing, or ſuffering of ſuch further aſſurance or conveyance, to travel out of the place where he or they ſhall be. And the ſaid Earl, for him, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant by theſe Preſents, to, and with the ſaid *W. B.* of *B.* his Executors and Adminiſtrators, That he the ſaid Earl, nor his Heirs, at any time during the life of him, and of the ſaid Lady *A.* ſhall not fell, ſell, or carry away, or cauſe to be fallen, ſold, or carried away any Woods or Under-woods, or Copices growing or being, or that hereafter ſhall grow, or be, in and upon any of the ſaid Lands, Tenements and Hereditaments, in the Pariſhes, Towns, Hamlets, and Fields of *W.* aforeſaid, or any of them, until the ſame Copices, Woods or Under-woods, ſhall be of the age of 17 years growth, or more. And that he the ſaid Earl ſhall and will at all times hereafter, during his life, (if the ſaid Lady *A.* ſhall ſo long live) leave, permit, and ſuffer ſo many Oaks, and other Timber-Trees, growing and being in and upon the Mannor of *W. H.* and other the Premiſſes, in the Pariſhes, Towns, Hamlets, and Fields of *B. E. A.* and *E. M.* to ſtand, grow,

Covenant for further Aſſurance.

Covenant not to fell Timber, Wood, or Under-woods.

grow, remain, and be in good and ſufficient Eſtate and Plight, in and upon the ſaid Mannor, and other the Premiſſes, in the Pariſhes, Towns, and Hamlets, laſt before recited, as ſhall be ſufficient for the maintenance and ſupportation of the Houſes, Edifices, Buildings, Pales, Incloſures, Gates, Bridges, Stiles, and for all other Neceſſaries, in, upon, and about the ſame Mannor of *W.* and other the Premiſſes, in the ſaid Pariſhes, Towns, and Hamlets, laſt before ſpecified. **And further**, That the Heirs, Executors, and Adminiſtrators of the ſaid Earl, ſhall and will at all times after the deceaſe of the ſaid Earl, and during the life of the ſaid Lady *A.* acquit, diſcharge, or ſufficiently ſave and keep harmleſs, as well the ſaid Mannors, Lands, Tenements, and all other the Premiſſes; as alſo the ſaid Lady *A.* and her Aſſigns, of, and from all Debts, Legacies, and Bequeſts, made by the laſt Will and Teſtament of the Right Honourable *J.* late Earl of *O.* Father of the ſaid E. now Earl of *S.* and of and from all and all manner of former Bargains, Sales, Recognizances, Statute-Merchant, and of the Staple, Rents, Charges, Annuities, and other Titles, Charges, and Incumbrances whatſoever, had, done, or made by the ſaid Right Honourable *J.* late Earl of *O.* Father to the ſaid now Earl, at any time heretofore or hereafter, and before ſufficient aſſurance of the ſaid now Earl to be made, all Leaſes for years, life or lives heretofore made of the Premiſſes, or any part thereof, upon which the yearly Rents and Services heretofore uſed to be paid, be reſerved and payable yearly, during the continuance of the ſaid Leaſes: And all Leaſes hereafter to be made by the ſaid Earl, according to the Agreements, Tenors, and true meaning of theſe Preſents. And all Fines for Alienations to be due for the making of any Aſſurance, Covenanted and granted to be made by theſe Preſents, if any ſuch Fines for Alienations ſhall be due, of which Fines the ſaid *W. B.* of *B.* Covenanteth and granteth by theſe preſents, to acquit, diſcharge, and ſave harmleſs, as well the ſaid Earl, his Heirs, Executors, and Adminiſtrators, as the ſaid Mannors, and other the Premiſſes, only excepted and fore-prized. **And** to the end that the ſaid Earl may be ſure that the ſaid Lady *A.* (if ſhe chance to over-live the ſaid Earl) ſhall not challenge or claim Dower of the reſidue of the Inheritance of the ſaid Earl, nor ſuch perſons to whom he ſhall make any Eſtate for years, life, in Tail, or in Fee-ſimple, of any part of the reſidue of his Inheritance, ſhall be diſturbed or inquieted, in the peaceable or quiet occupying and enjoying the ſame reſidue of the ſaid Earls Inheritance, or of any part or parcel thereof, nor ſuch Bonds as the ſaid Earl ſhall make for performance of any Bargain, of any part of the ſame, reſidue of the ſaid Earls Inheritance, ſhould be in danger of forfeiture, by means of challenge, claim, or obtaining of ſuch Dowers. **Therefore** the ſaid *W. B.* of *B.* for him, his Heirs, Executors, and Adminiſtrators, doth Covenant and grant by theſe preſents, to and with the ſaid Earl, his Heirs, Executors, and Adminiſtrators, that the ſaid Lady *A.* (if ſhe chance to over-live the ſaid Earl, and if alſo ſhe and her Aſſigns ſhall and may enjoy all and every the ſaid Mannors, Lands, Tenements, and Hereditaments, to her before limited and appointed for her Joynture, according to the true intent and meaning of theſe preſents), ſhall within one year, next after the death of the ſaid Earl, ſhe

A Covenant, that the Lady A. ſhall not claim Dower in any other the Earls Lands.

ſhe then being unmarried, and the ſaid *W. B.* of *B.* then being in his aſſent, and agree unto her Joynture, limited and appointed to her, in and by theſe preſents, ſo effectually, that by the ſame ſhe ſhall be barred and excluded by the Law of her Dower, to be had of any of the Mannors, Lands and Tenements, that then heretofore were to the ſaid Earl, unleſs it be for recompence of ſuch part of her Joynture as ſhall be recovered, evicted, or deveſted from her, if any part ſhall be with recompence ſhe ſhall and may demand and ſue for, according to the Statute. Provided notwithſtanding her ſaid Aſſent and Agreement to be made as is aforeſaid. And the ſaid Earl, in conſideration aforeſaid, for him, his Heirs, and Aſſigns, doth covenant and grant by theſe preſents, to and with the ſaid *W. B.* of *B.* his Heirs and Aſſigns, that he the ſaid Earl, his Heirs and Aſſigns, and all and every other perſon and perſons, that now ſtand or be ſeiſed, or that hereafter ſhall ſtand or be ſeiſed, of and in the Mannors, Lands, Tenements, and Hereditaments, and other the Premiſſes, with all and ſingular their Appurtenances, or of any part or parcel thereof, ſhall immediately from and after the Feaſt of *A.* next enſuing the date hereof, ſtand and be ſeiſed of ſuch and ſo much of the ſaid Mannors, Lands, Tenements and Hereditaments, and all other the Premiſſes, as before the Feaſt of *A.* next coming, ſhall not be aſſured and conveyed by Fine or Fines, Recovery or Recoveries, or otherwiſe, to the uſes and behoofs above expreſſed, according to the intent and true meaning of theſe preſents, to the uſes, intents, and purpoſes before expreſſed, and to no other uſe, intent or purpoſe: In Witneſs whereof, *&c.*

That the Feoffor and all others, ſhall ſtand ſeiſed to the uſe above declared.

An Indenture for a Womans Joynture, containing Covenants for gift of Money, Apparel, and Marriage-dinner.

THis Indenture, &c. Between *W. S.* of *W.* Gent. on the one part, and *N. K.* of *G.* in the County of *M.* Gent. and *A. P.* Cit. and G. of *L.* on the other part. Witneſſeth, That whereas the ſaid *W. S.* and *R. K.* Gent. natural Brother of the ſaid *N. K.* have concluded and agreed for a Marriage to be had between the ſaid *R.* and *A. S.* the only Child and Daughter of the ſaid *W.* The ſaid *W.* for, and in conſideration of the ſaid Marriage ſo between the ſaid *R.* and *A.* to be had, doth Covenant and Grant to, and with the ſaid *N. K.* and *A. P.* their Executors and Adminiſtrators, and every of them by theſe preſents, in manner and form following, That is to ſay, That whereas the ſaid *W. S.* now is, and ſtandeth lawfully and ſolely ſeized of good and perfect Eſtate in Fee-ſimple, of, and in certain Free-hold Lands and Tenements, with their Appurtenances in *L.* Marſh, of the yearly value of 10 l. or above, and of, and in two Meſſuages or Tenements, with their Appurtenances in *M. Lane* in *L.* now or late in the ſeveral Tenures, &c. extending to the yearly value of 20 l. or above.

Recital of being ſeized in Fee of Freehold Lands, &c.

That

That after the ſaid Marriage ſhall be had and ſolemnized between the ſaid *R.* and *A.* the ſaid *W. S.* and his Heirs, and all other perſon and perſons ſeized, or to be ſeized of the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeized to the uſe of the ſaid *W. S.* for, and during the natural life of the ſame *W.* and after his deceaſe, then to the uſe of the ſaid *R. K.* and *A. S.* and the Heirs of the Body of the ſaid *A.* by the ſaid *R. K.* lawfully to be begotten, and for lack of ſuch Iſſue to the next and right Heirs of the ſaid *W. S.* for ever, and to none other uſe or uſes whatſoever. **And**, the ſaid *W. S.* for him, &c. Covenanteth with the ſaid *N. K.* and *A. P.* &c. That the ſaid Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, ſhall, or lawfully may ſtand, continue and abide for ever, to the uſes aboveſaid, clear and free diſcharged and acquitted, or at all times ſufficiently kept harmleſs by the ſaid *W.* his Heirs, Executors, or Adminiſtrators, of and from all and ſingular former bargains, &c. had, made, procured, knowledged or agreed unto, or to be had, &c. by the ſaid *W. S.* or his Heirs, Leaſes, for term or terms of years, whereupon the ſaid former uſual yearly Rents are reſerved, only except. **And alſo**, That he the ſaid *W. S.* and all other perſons having, or which ſhall have any Right, Title, or Intereſt, in or to the Freehold of the Premiſſes, or any part thereof, by or from the ſaid *W. S.* at all times, during one year next after the ſaid Marriage had and ſolemnized between the ſaid *R.* and *A.* at the reaſonable Requeſt, and Coſts and Charges of the ſaid *R.* ſhall and will make, do, knowledg and ſuffer all and ſingular Act and Acts, thing and things, with warranty only againſt the ſaid *W.* and his Heirs, as by the ſaid *R.* or his Learned Counſil, ſhall be lawfully and reaſonably deviſed or adviſed, for the better or further aſſurance of all and ſingular the Premiſſes to be had, conveyed, and made ſure to the uſes aboveſaid, without any fraud or covin; and alſo, that for the conſideration aforeſaid, he the ſaid *W.* at or before the day of the ſolemnization of the ſaid Marriage, ſhall and will give and deliver to the ſaid *R.* and *A* ſo much Plate, Jewels, Houſhold-ſtuff and Apparel, as being reaſonably and indifferently priſed, ſhall amount to the ſum of ſixty pound of, &c. and ſhall pay moreover to the ſaid *R.* and *A.* twenty five pounds of like money, at or before the day of the ſame Marriage, and other twenty five pounds within one year then next following, and ſhall procure, that the ſaid *R.* and *A.* by the ſpace of two years next after their Marriage, ſhall and may have, and occupy Rent-free, all that Tenement ſituate, &c. if *A. B.* Wid. whom the ſaid *W.* by God's favour, ſhall ſhortly take to Wife, do live ſo long, and ſhall alſo give moreover to the ſaid *R.* and *A.* their Marriage Dinner, at the Coſts and Charges of the ſaid *W. S.* Provided always, and the ſaid parties to theſe Preſents, for them and their Heirs, do conclude and agree together, that if the ſaid *W.* at any time during his life, ſhall be minded to alienate, grant, bargain or ſell away one of the ſaid Meſſuages ſituate in *M. Lane* in *L.* aforeſaid, which now is in the occupation of *A. B.* or his Aſſigns, for the yearly Rent of four pound, That then it ſhall be lawful to, and for the ſaid *W. S.* to alienate, grant, bargain, ſell and aſſure the ſame to any perſon or perſons, and

That after the Marriage, W. S. and all other perſons ſeized, or to be ſeized of the Premiſſes to the uſe of W. S. during his natural life to the uſe of R. K. and A. S. and the Heirs of A. to be begotten, and default of ſuch to the right Heirs of W. S. to abide for ever to the ſaid uſes acquitted.

W. S. and all other to ſuffer any Act or Acts to be done with warranty only againſt W. S. and his Heirs, as Counſel ſhall adviſe.

To be given before the day of Marriage.

Proviſo, if W. S. be minded to Alien one of the Meſſuages, he may.

their Heirs in Fee-ſimple, or otherwiſe, as to the ſaid *W.* ſhall ſeem convenient, and that then from the time of ſuch bargain and Sale thereof, the ſaid Meſſuage, with the Appurtenances, ſhall remain, and be to the uſe of ſuch perſon and perſons, and their Heirs, as the ſaid *W.* ſhall bargain and ſell the ſame unto.

Theſe Preſents to the contrary, &c. In Witneſs, &c.

A Womans Joynture in Land, where if any of the Land be evicted from the Woman, uſe is raiſed to her in other Land, during her life.

THis Indenture, &c. Between *W. B.* of *L.* Merchant-Taylor, of the one part, and *R. S.* &c. and *G. P.* of, &c. on the other part, Witneſſeth, That where by the Grace of God, there is a Marriage to be had and ſolemnized, between the ſaid *W. B.* and one *S. S.* Daughter of the ſaid *R.* the ſaid *W. B.* for and in conſideration of the ſame Marriage, and for the tender love and affection that he the ſaid *W.* beareth towards the ſaid *S.* and for a competent Joynture and ſtay of living for the ſaid *S.* during her natural life, after the deceaſe of the ſaid *W.* and in full ſatisfaction and recompence of the Dower of the ſaid *S.* doth for him, his Heirs, Executors and Adminiſtrators, Covenant and Grant by theſe Preſents, to and with the ſaid *R.* and *G.* and either of them, their, and either of their Executors, that he the ſaid *W.* before the, &c. next coming, after the date hereof, ſhall lawfully aſſure and convey, or cauſe, &c. to be lawfully, &c. unto the ſaid *R.* and *G.* and either of them, and their, or either of their Heirs, or to the Heirs of the ſaid *R.* and *G.* one Capital Meſſuage, with the Appurtenances, together with two Houſes thereto adjoyning, in a near unto *R.* in the County of *M.* and alſo fifty ſix Acres of Land, Meadow and Paſture in *K.* and *C.* in the ſaid County of *M.* by the name of three Meſſuages, one Dove-houſe, three Gardens, forty Acres of Land, twenty Acres of Meadow, and ten Acres of Paſture, with the Appurtenances in *K.* and *C.* aforeſaid; which ſaid Aſſurance and Conveyance ſo to be made as is aforeſaid, ſhall be and remain; And the ſaid *R.* and *G.* and their Heirs, ſhall ſtand and be ſeized of the ſaid Premiſſes, with the Appurtenances, to the only uſe, purpoſes, limitations and intents hereafter in theſe preſents limited and declared, and to none other uſes, intents or purpoſes, That is to ſay, to the uſe of the ſaid *W.* and *S.* after the ſaid Marriage had and ſolemnized between them, according to the Laws Eccleſiaſtical of this Realm, for the term of their two lives, and the longeſt liver of them. And after the deceaſe of the ſaid *W.* and *S.* and the longeſt liver of them, to the uſe of the Heirs of the Body of the ſaid *W. B.* and the ſaid *S.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, to the

By the name.

Uſe of the Conveyance.

the uſe of *T. B.* Brother of the ſaid *W.* and of the Heirs male of the Body of the ſaid *T.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, to the uſe of ſuch and ſo many of the Siſters of the ſaid *W.* That is to ſay, *S.* now Wife of *R. U. B. E. B.* and *M. B.* Siſters to the ſaid *W.* and of their Heirs for ever, as at the time of ſuch deceaſing without Iſſue, as is aforeſaid, ſhall be in life. And further, the ſaid *W.* for him, &c. Covenanteth, &c. with the ſaid *R.* and *G.* &c. That the Premiſſes, and every part and parcel thereof, with their Appurtenances, ſhall at the time of the ſaid Aſſurance and Conveyance of the Premiſſes, to be made as is aforeſaid, and ſo from thenceforth ſhall from time to time, continue, remain, and be of the clear yearly value of thirty pound of, &c. above all Charges and Repriſes, notwithſtanding any Act or Acts, thing or things, had, made, done, or willingly ſuffered to be had, &c. by the ſaid *W. B.* or any perſon or perſons by his aſſent, means or procurement; and that all and ſingular the Premiſſes, with the Appurtenances, ſhall at the making of the ſaid Aſſurance and Conveyance be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all, and all manner of former Bargains, &c. had, made, done, or willingly ſuffered, or to be had, made, or done, or willingly ſuffered, by the ſaid *W. B.* or his Heirs, or by *T. B.* Father of the ſaid *W.* or by any other perſon or perſons whatſoever, having or claiming to have, or which at any time hereafter ſhall have, or pretend to have any Intereſt, Eſtate, Right, Title or Demand, in or to the Premiſſes, with the Appurtenances, or any part or parcel thereof, by, from, or under the ſaid *W.* and *T.* and their Heirs, or any of them. And alſo, the ſaid *W.* Covenanteth, &c. that he the ſaid *W.* and his Heirs, ſhall at all times hereafter, and from time to time, upon reaſonable Requeſt or Demand to be made unto the ſaid *W. B.* or his Heirs, by the ſaid *R.* and *G.* or either of them, at the Coſts and Charges in the Law of the ſaid *R.* and *G.* or either of them make, do, knowledge and ſuffer, or cauſe, &c. all and every ſuch further Act and Acts, &c. as ſhall be reaſonably deviſed, adviſed, or required by the ſaid *R.* and *G.* or either of them, for the better Aſſurance, Conveyance, and ſure making of all and ſingular the Premiſſes, with their Appurtenances according to the ſeveral Uſes, Limitations, Purpoſes and Intents before in theſe Preſents limited and declared; and to none other uſes, intents or purpoſes, be it by Fine, Feoffment, Recovery, Releaſe, Deed Inrolled, or otherwiſe with Warranty only againſt the ſaid *W.* and his Heirs, and *T. B.* Father of the ſaid *W.* and his Heirs. And further, for, and upon the Conſiderations aforeſaid, the ſaid *W.* Covenanteth, &c. that if at any time after the deceaſe of the ſaid *W.* the ſaid *S.* ſhall be lawfully evicted, or put out, or from the ſaid Meſſuage, and other the Premiſſes, or any part or parcel thereof, that then, and from thenceforth the ſaid *W. B.* his Heirs and Aſſigns, ſhall ſtand and be ſeiſed of, and in ſuch and ſo much of one Meſſuage, now called the *C.* and of all, and all manner of Cellers, &c. to the ſaid Meſſuage laſt mentioned, belonging, ſituate in the Pariſh of *St. M.* of *L.* as ſhall amount to the clear yearly value of ſuch, and ſo much of the ſaid Meſſuages, and other the Premiſſes firſt menti-

Covenant for the value.

Diſcharged of Incumbrances.

Further Aſſurance.

Uſe to be raiſed in other Land in caſe of Eviction.

oned as ſhall be evicted or taken away, to the uſe of the ſaid &c. for term of her natural life, and after her deceaſe, to the uſe of the right Heirs of the ſaid *W.* for ever. **And finally**, the ſaid *W.* Covenanteth, &c. that at the time of ſuch eviction or taking away of the ſaid Meſſuages, and other the Premiſſes firſt named, or any part thereof. The ſaid Meſſuages, and other the Premiſſes laſt mentioned, ſhall remain, and be clearly diſcharged, or during the natural life of the ſaid *S.* ſhall be ſufficiently kept and ſaved harmleſs of and from all, and all manner of Eſtates, Intereſts, Charges, and Incumbrances whatſoever, had, made, done, or willingly ſuffered, or to be had, &c. by the ſaid *W. B.* or any perſon or perſons having or claiming, or which hereafter ſhall or may have, or claim any thing by, from, or under the ſaid *W.* **In Witneſs**, &c.

An Indenture of Agreement upon Marriage, whereby it is agreed, That the Moneys due to the Wife ſhall ſo remain, as that the Husband ſhall have the Intereſt thereof during his life, and that the Money ſhall be in the Wives diſpoſe.

THis Indenture Tripartite made the day of in the 14th year of, &c. Between *A. B.* Cit. and *T.* of *L.* of the firſt part, *C. D.* of *L.* Wid. the Relict and Executrix of *F. D.* late Cit. and B. of the ſecond part; and *G. H.* &c. of *J. K.* &c. of the third part. **Whereas** there is an agreement and Concluſion made between the ſaid *A. B.* and *C. D.* for a Marriage ſhortly to be had and ſolemnized between them. **And** whereas the ſeveral Sums of Money in the Schedule hereunto annexed mentioned, are payable and due to the ſaid *C. D.* either in her own right, or as Executrix of the ſaid *F. D.* her late husband, as by the Bonds and Securities in that behalf made and taken, may appear. **Now this Indenture Witneſſeth**, That it is hereby teſtified, concluded, declared, and agreed by and between all and every the ſaid parties to theſe preſents: And the ſaid *A. B.* doth hereby teſtifie and declare, That before the ſaid *C. D.* did agree or conſent to the ſaid intended Marriage; and before any Concluſion thereof was made, the ſaid *A. B.* did conſent and agree, and it was and is ſo meant, intended, and agreed, between him the ſaid *A. B.* and her the ſaid *C. D.* **And** the ſaid *A. B.* for himſelf, his Executors, and Adminiſtrators, and for every of them, doth covenant, grant, and agree, to and with the ſaid *G. H.* and *J. K.* their Executors and Adminiſtrators, and to and with every of them by theſe Preſents. That the ſeveral Sums of Money in the Schedule hereunto annexed mentioned, ſhould, ſhall, and may (notwithſtanding the ſaid intended Marriage to take effect) be taken and accompted as a ſeparate and diſtinct Eſtate

Agreement of a Marriage intended.

A. B. Covenants with G. H. and J. K. that ſeveral Sums of Money notwithſtanding the Marriage, ſhall continue and be ſeparate and diſtinct from the Eſtate of A. B.

Eſtate from the Eſtate of the ſaid *A.B.* and ſhall be ordered and diſpoſed of and Imployed to ſuch perſon or perſons, and to and for ſuch uſe and uſes, intent and purpoſes, and in ſuch manner and form as is hereafter mentioned and declared; **That is to ſay,** The ſame ſtill remain and be continued out at Intereſt during the Joynt lives of the ſaid *A. B.* and *C. D.* And that whenſoever the ſaid Moneys, or any part of them ſhall be paid in, the ſame Moneys, ſo paid in, ſhall be put out again at Intereſt upon ſuch Securities as the ſaid *C. D.* ſhall approve of, and that the Bonds and Securities to be taken for the ſame, ſhall be made and taken in the Names of the ſaid *G. H.* and *J. K.* **And** it is further teſtified, and declared, and decreed, by and between all and every the ſaid parties to theſe Preſents, and the ſaid *C. D.* doth hereby teſtifie and agree, and her true meaning was and is, That it ſhall and may be lawful to and for the ſaid *A. B.* during the Joynt lives of them the ſaid *A. B.* and *C. D.* to receive and have the Intereſt of the ſaid ſeveral Sums of Money, for the better livelihood and maintenance of them the ſaid *A. B.* and *C. D.* **And** it is further agreed by and between all and every the ſaid parties to theſe Preſents, And the ſaid *A.B.* doth hereby for himſelf, his Executors, and Adminiſtrators, Covenant, Grant, and Agree, to and with the ſaid *G. H.* and *J. K.* their Executors and Adminiſtrators, and to and with every of them by theſe Preſents in manner and form following; **That is to ſay,** That the ſaid ſeveral Sums of Money in the ſaid Schedule hereto annexed mentioned, and every of them, and every part and parcel of them, ſhall and may from time to time, and at all the times after the death of the ſaid *C. D.* be paid unto, had, taken, received and enjoyed by ſuch perſon and perſons to whom the ſaid *C. D.* ſhall at any time or times during her life, limit, give, deviſe, order, appoint or diſpoſe of the ſame or any part or parts thereof, either by her laſt Will and Teſtament in Writing, or by any Writing purporting or intending to be her laſt Will and Teſtament, or by any other Writing to be ſigned with her hand, or to which ſhe ſhall put her Mark in the preſence of two or three more Credible Witneſſes thereunto. **And** it is hereby agreed by and between all and every the ſaid parties to theſe preſents, That for want of ſuch limitation, gift, deviſe, order, appointment or diſpoſition of her the ſaid *C. D.* that is aforeſaid, that then, and in ſuch caſe, the Sums of Money ſhall be diſpoſed of in manner and form following; **That is to ſay,** &c. To *A. B.* Brother of the ſaid *C. D.* 100 l. thereof. To *C. H.* &c. **And** it is hereby further teſtified, agreed and declared by and between all and every of the ſaid parties to theſe preſents: And the true intent and meaning of theſe preſents, and of the parties hereunto is, and is hereby declared to be, That if the ſaid *C D.* ſhall happen to ſurvive the ſaid *A. B.* her intended Husband, That then and in ſuch caſe from and immediately after the death of the ſaid *A. B.* the ſame Moneys, and every of them, ſhall and ſhall be accompted the proper Moneys and Eſtate of the ſaid *C. D.* and ſhall and may be received and taken by her the ſaid *C. D.* her Executors and Adminiſtrators, and ſhall and may be imployed and diſpoſed of to ſuch perſon and perſons, and to and for

Diſpoſition.

To remain at Intereſt during the Joynt lives and when called in, to be put out again upon ſuch Securities as C. D. *ſhall approve of, and Bonds to be taken in the names of* G. H. *and* J. K.

A. B. to have the Intereſt during their lives.

The ſaid Money to be after the death of the ſaid C. D. *diſpoſed as ſhe in her life time ſhall direct or appoint by any writing ſealed, or only her Mark,* &c.

For want of ſuch diſpoſition then.

If C. D. *ſurvive, then to be her proper Money, and at her free diſpoſe.*

ſuch uſe and uſes, intents and purpoſes, and in ſuch manner and form as ſhe the ſaid *C. D.* ſhall at any time or times then following, during her life, think good to limit, appoint, order, give, deviſe, or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe. And in caſe the ſaid *C. D.* ſhall ſurvive the ſaid *A. B.* as aforeſaid, and ſhall not make any diſpoſition of the ſaid Moneys in her life time, that then the ſame Moneys, or ſo much thereof as ſhall not be by her the ſaid *C. D.* diſpoſed of in her life time, ſhall and may be had and taken by the Executors and Adminiſtrators of the ſaid *C. D.* theſe preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

Such Moneys undiſpoſed, to go to her Executors or Adminiſtrators.

LEASES.

LEASES.

A Leaſe of Woods, with divers good Covenants.

THis Indenture between *E. J.* of *L.* in the County of *S.* Gent. on the one part, and *G. K.* Cit. &c. of *L.* on the other part, Witneſſeth, That the ſaid *E. J.* for and in conſideration of the Sum of 50 l. of, &c. whereof and wherewith, &c. Hath demiſed, granted, betaken, and to Farm letten, and by theſe preſents, &c. unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, all that Wood and parcel of Wood-ground, called and known by the name of *W.* otherwiſe *W.* containing by eſtimation twenty five Acres, be it more or leſs, lying in *L.* in the County of *K.* now or late in the tenure or occupation of the ſaid *E. J.* and his Aſſigns, and every or any of them abutting, &c. or by whatſoever bounds the ſame is ſet forth or known, Together with all Profits, Benefits, Commodities and Advantages of the ſaid Wood and Wood-ground, Under-Woods, Coppices, Springs, Thorns, Tennets, Buſhes, and Things in the ſame being, or to the ſame Wood or Wood-grounds, Under-Woods, Tennets, Spraies, Buſhes, Commons, Hereditaments, and Appurtenances thereof belonging, or in any wiſe appertaining, and all the Herbage and Pannage, Paſturing, Feeding, and other the Commodities, of all and ſingular the ſaid Premiſſes, during the term of ſixty one years, hereafter in theſe Preſents mentioned, that ſhall grow in or about the ſaid Wood and Wood-grounds, and all and every other the Premiſſes, with the Appurtenances, or any part or parcel thereof, and all and ſingular Woods, Under-Woods, Coppices, Springs, Buſhes, Spraies, Timber-Trees, and all other Trees great and ſmall, and things whatſoever, as at any time after the laſt day of *A.* which ſhall be in the year of our Lord God, &c. ſhall be ſtanding, growing, encreaſing, ſpringing, lying, and being, or which then ought to be left ſtanding, growing, and being upon and about the ſaid Premiſſes, or any part thereof: **To have and to hold** the ſaid Woods and Under-Woods, and all and ſingular other the ſaid Woods, Under-Woods, Coppices, Springs, Buſhes, Spraies, Things, Profits Commodities, Benefits, and

Dimiſe.

All that Wood ground.

And all woods, Coppices, &c.

Habend.

and Advantages, and all other the Premiſſes, unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, from the ſaid laſt day of *A.* which ſhall be, &c. unto the end and term of 61 years, from thence, &c. and fully to be compleat and ended, to uſe and diſpoſe at the free liberty, moſt commodity, benefit and profit of the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, and every of them, yielding, &c. unto the ſaid *E. J.* his Heirs or Aſſigns 20 s. of lawful, &c. at two Terms, &c. That is, &c. at the Feaſts of St. *M.* &c. and the *Annun.* &c. or within ſix weeks next enſuing, either of the ſame Feaſts, by even Portions, at or before the Manſion-houſe of the ſaid *E. J.* in *L.* in the County of *K.* And if it ſhall happen the ſaid yearly Rent of 20 s. to be behind and unpaid, in part, or in all, over or after any Feaſt or Term of payment thereof aforeſaid, in which it ought to be paid by the ſaid ſpace of ſix weeks, and lawfully asked at the houſe aforeſaid, and no ſufficient Diſtreſs on the Demiſed Premiſſes to be had, That then it ſhall be lawful unto the ſaid *E. J.* his Heirs and Aſſigns, into all and ſingular the ſaid Ground to enter, and the ſame to have again, and retain, as in his or their former Eſtate. And the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, and all other Occupiers thereof, out and from the ſame, utterly to expel, remove, and put out, any thing herein compriſed, to the contrary notwithſtanding. And the ſaid *E. J.* for, and in conſideration of the ſaid 10 l. as above now paid, hath, &c. And by this Indenture, doth fully, clearly, and abſolutely bargain and ſell, give and grant, unto the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, all and ſingular the ſaid Timber-Trees, Pollards, and all other Trees great and ſmall, now ſtanding, growing, ſpringing, increaſing, lying and being, or that hereafter ſhall ſtand, &c. and which otherwiſe are, or ought to be reſerved by the ſaid *E. J.* in one Indenture, dated, &c. made between the ſaid *E. J.* on the one part, and *J. G.* of *F.* in the County, &c. on the other part, as all the Woods, Under-Woods, Hedge-rows, great Timber, and all other Timber-Trees, and all other Trees, Pollards, Tennets, Spraies, Buſhes, Thorns, and Commodities, that after the ſaid laſt day of *A.* ſhall ſtand, grow, and be, in and upon, or about the ſaid Woods and Wood-ground, during the ſaid Term of 61 years (except and always reſerved unto the ſaid *E. T.* his Heirs and Aſſigns, all Pollards, Elms, and other Trees, which ſhall grow, increaſe, and be in the Fences of the demiſed Premiſſes, the Loppings and Toppings of which ſaid Pollards, Elms, and Trees ſo by theſe preſents excepted, which hath heretofore been uſed to be lopt and topt,) The ſaid *E. J.* doth likewiſe by theſe Preſents, give, grant, bargain, and ſell unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, To have and to hold, the ſaid Hedge-rows, great Timber-Trees, and all other Timber-Trees, and other Trees, Pollards, Thorns, and Commodities, and all other the bargained Premiſſes (except above by theſe preſents excepted) unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns for ever. And the ſaid *E. J.* Covenanteth, &c. in manner, &c. *viz.* That he the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may, as well between the day of the date of theſe preſents, and the ſaid laſt day of *A.* during the ſaid Term of 61 years, as his and their free-

Reddend.

And if it happen, &c.

Bargain and Sale.

Except, &c. all Trees in the Hedges.

Habend.

Ingreſs and Egreſs.

free liberty and pleaſure, have peaceable, free, and quiet liberty, ingreſs and regreſs, courſe, recourſe, and paſſage into and from the ſaid Wood and Wood-ground, and every part and parcel thereof at all time and times, for himſelf, his Executors, Adminiſtrators and Aſſigns, Servants, Work-men, Horſes, Carts, Cattle, and Carriage, for to have, take, fell, cut down, lop, top, carry away, make up, uſe, diſpoſe, and convert to whatſoever uſe and Commodity, he or they the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall think good, all and ſingular the ſame Timber-Trees, and all other the ſaid Trees, Timber, Pollards, and all and ſingular other the ſaid Premiſſes, by theſe preſents demiſed and bargained, and every part and parcel thereof, during the ſaid Term of 61 years above demiſed (except the ſaid Timber and Pollards in the ſaid Fences above herein excepted.) The loppings and toppings whereof the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, freely and quietly at his and their pleaſure, as above to lop and top; The ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, not willingly hurting the ſaid Woods of the ſaid *J. G.* mentioned in the fore-recited Indenture. And the ſaid *E. I.* doth Covenant, &c. in manner and form, &c. That he the ſaid *G. K.* his Executors, and Aſſigns, all and ſingular the ſaid Premiſſes above by theſe Indentures demiſed, given, granted, bargained and ſold, and every part thereof, ſhall and may peaceably and quietly, hew, fell, cut down, convert, and diſpoſe, have, hold, and demiſe, in manner above expreſſed and declared, during the ſaid Term of 61 years, without any lawful let, interruption, or eviction of the ſaid *E. I.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or of any other perſon or perſons: And that the ſaid *J. G.* his Executors, Adminiſtrators, Workmen, and Officers ſhall leave the ſaid Timber-Trees, and all other the ſaid Pollards, above by the ſaid *J. G.* in and by the ſaid Indenture Covenanted to be left: And the ſaid *G. K.* Covenants, &c. That he the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns, ſhall at the felling of the ſaid Woods, and Under-woods, which after the ſaid laſt day of *A.* &c. ſhall be felled and cut down, leave ſtanding, in and upon the ſaid Grounds, ſufficient Standils, according to the Statute and Cuſtom of the Country in that caſe uſed and accuſtomed. And further, the ſaid *G. K.* Covenants, &c. ſufficiently to hedg and incloſe the ſaid Wood-ground, during the ſaid term of 61 years. And the ſaid *E. I.* Covenants, &c. in form, &c. That he the ſaid *E. I.* at the enſealing and delivery of theſe Preſents, is now very true, ſole, and lawful Owner of all and ſingular, the demiſed and bargained Premiſſes, and of every part thereof, of a good and perfect Eſtate in Fee-ſimple, without any condition or alteration of uſe, and hath now good right, full power, and lawful Authority, to demiſe, grant, let to farm, alien, bargain, ſell, warrant, and defend the ſame in manner and form, according to the Tenor of this Indenture, unto the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns. And that the ſame demiſed and bargained Premiſſes, and every part thereof, are and be, and ſo ſhall continue during the ſaid term of 61 years unto the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, free, clear, and clearly acquitted, diſcharged, or upon Requeſt, ſufficiently ſaved harmleſs, and cleared of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Annuities, Rent-

Covenant for enjoyance.

The Vendee to leave Standils, &c.

To hedge the Grounds, &c.

The Vendor Owner in Fee.

Hath good Right to demiſe, bargain, &c.

Diſcharge of Incumbrances.

Rent-charge, Rent-ſeck, Arrearages of Rents, Fines, Forfeitures, Mortgages, Recognizances, Statutes, Condemnations, Judgments, Executions, Joyntures, Dowers, Troubles, Titles, and Incumbrances whatſoever, had, made, committed, executed, cauſed, procured, done, or ſuffered by the ſaid *E. J.* or his Aſſigns, or any for him, or to his uſe, or by his means, or otherwiſe the ſaid yearly Rent of 20 s. hereing reſerved, only except. And that the ſaid *E. J.* and his Heirs, and all and every other perſon and perſons, and theirs Heirs, in whom any lawful Right, Reverſion, Remainder, Eſtate, Title, or Title now is, ſhall be, or remain, ſhall at all and every time and times hereafter, upon Requeſt, execute, ſeal, deliver, and do unto the ſaid *G. K.* his Executors, Adminiſtrators, or Aſſigns, at the coſt and charges in the Law of the ſaid *G.* his Executors, and Adminiſtrators, all and every ſuch lawful Writing, Obligation, Conveyance, Act, Deviſe, and Aſſurance of, and in the Premiſſes, for and during the ſaid ſixty one years, or ſuch term of years then to come of the ſixty one years, to the uſe and behoof of the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, for the further, more better, and perfect Aſſurance of all the ſaid Premiſſes, and every part thereof, unto the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, clear, and clearly diſcharged as above, as by the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed: In Witneſs, &c.

Further Aſſurance.

A Leaſe of Herbage and Pawnage of Wood-ground, the Woods being formerly granted.

THis Indenture made, &c. Between *J. M.* of *L.* Gent. on the one part and *F. M.* of *L.* Gent. on the other part, Witneſſeth, That the ſaid *J. M.* for divers Conſiderations him thereunto moving, hath demiſed, granted, betaken, and to farm letten, and by, &c. unto the ſaid *F. M.* all the Herbage, Pawnage, Paſturing and Feeding, and other the Commodities of all that Wood-ground, commonly called or known by the name of *T.* Park, with the Appurtenances, ſet, lying, and being in the Pariſh of *T.* in the County of *S.* and alſo all that Meadow containing by eſtimation, 8 Acres, be it more or leſs, lying and adjoyning next to the North-ſide of the ſaid Wood ground (except, and to the ſaid *J. M.* his Heirs or Aſſigns, always reſerved all ſuch Trees, Standards and Storers, as are mentioned to be excepted, or Covenanted to be left by the ſaid *F.* his Executors and Aſſigns, in one pair of Indentures, between the ſaid *J. M.* and *F. M.* made, bearing date, &c. now laſt paſt, with free ingreſs, egreſs, and regreſs at all times, for the ſelling, cutting down, and carrying away of the ſame Trees, Standers and Storiers, and every or any part thereof) to have and to hold all the ſaid Herbage, Pawnage, Paſturing, Feeding, and other the Commodities of the ſaid Wood-ground, with the Appurtenances; and alſo all the ſaid Meadow, except

Except Standers, &c.

Habend.

except before excepted to the ſaid *F.M.* his, &c. from the Feaſt of the *Annunciation*, &c. laſt paſt, &c. unto the end and term of 21 years, from thence, &c. yielding and paying therefore yearly, during the firſt five years of the ſaid term, unto the ſaid *J.M.* his Heirs and Aſſigns, 13 l. 6 s. 8 d. of &c. and yearly after the end of the ſame five years, during all the reſidue then to come of the ſaid term of 21 years to the ſaid *J.M.* his Heirs or Aſſigns 20 l. of like lawful money, at two Feaſts or Terms of the year, that is to ſay, &c. And if it happen the ſaid yearly Rent of 13 l. 6 s. 8 d. or any part or parcel thereof, at any time, during the ſaid 5 years, or the ſaid yearly Rent of 20 l. at the end and expiration of the ſaid term of 5 years, to be behind and unpaid by the ſpace of 30 days, next over or after either of the ſaid Feaſts, wherein the ſame ought to be paid, being lawfully asked, that then and from thenceforth, this preſent Leaſe ſhall be utterly void and of none effect, any thing in theſe preſents contained to the contrary notwithſtanding. *Reddend.*

And the ſaid *F. M.* Covenanteth, &c. That he the ſaid *F.* his Executors, Adminiſtrators and Aſſigns, at his and their own proper Coſts and Charges, from time to time, ſhall and will well and ſufficiently repair, fence, ſcour, and amend all the Hedges, Ditches, Fences, Gates, and Incloſures of the ſaid Wood-ground and Meadows, as often, and when need ſhall require, during the ſaid Term, and the ſame upon the determination of this preſent Demiſe ſo ſufficiently repaired, fenced, ſcoured and amended, ſhall leave and yield up. **Provided always**, That if the ſaid *J. M.* his Heirs or Aſſigns, at any time after the end and expiration of the firſt term of years of the ſaid term of 21 years, ſhall be minded or diſpoſed to reſume, have, or take again the Premiſſes before by theſe Preſents Demiſed; and thereof do give publick notice and knowledg at the Pariſh Church of *T.* aforeſaid, upon either of the Feaſt-days aforeſaid, that then and immediately from, and after the end of one whole year next after ſuch notice given as aforeſaid, the Leaſe ſhall ceaſe, determine and be utterly void, and of none effect, This Indenture, or any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In Conſideration whereof, the ſaid *J. M.* Covenanteth, &c. that he the ſaid *J. M.* his Executors, Adminiſtrators, or Aſſigns, ſhall well and truly content and pay, or cauſe, &c. to the ſaid *F. M.* his Executors, or Aſſigns, the ſum of 40 l. of, &c. at the ſhop now in the Tenure of *J. W.* Scrivener, ſituate in *F.* of *L.* within one month next after, that the ſaid *F. M.* his Executors, Adminiſtrators, and Aſſigns, ſhall after ſuch determination of this preſent Leaſe, leave and depart from the poſſeſſion of the afore letten Premiſſes, and upon reaſonable demand to him the ſaid *J. M.* his Executors, or Adminiſtrators, thereof made. **And** the ſaid *J. M.* Covenanteth, &c. That he the ſaid *F. M.* his Executors, and Aſſigns, for the ſeveral yearly Rents in form aforeſaid, reſerved and to be paid, and under other the Covenants aforeſaid, on the part and behalf of the ſaid *F.* and his Aſſigns to be performed, ſhall or may peaceably and quietly have, hold, occupy, and enjoy the ſaid Herbage, Pawnage, Paſturing, Feeding, and other the Commodities of all the ſaid Wood-grounds, with the Appurtenances, and alſo the ſaid Meadow, except before excepted, for, by, and during all the ſaid term of 21 years, according to the

tenor

tenor and true meaning of theſe preſents, without let, diſturbance, moleſtation, or interruption of the ſaid *J.M.* his Heirs or Aſſigns, or any of them, and without any lawful let, &c. of any other perſon or perſons whatſoever, by his aſſent or procurement. In Witneſs, &c.

A Leaſe of Copyhold Land, with recital of the Lords Licenſe Addimittend.

Recital of the Licenſe. THis Indenture, &c. Between *J. L.* Cit. and C. &c. on the one part, and *S. M.* Cit. and H. &c. on the other part; Witneſſeth, That the ſaid *J. L.* by virtue of a licenſe by him, before the enſealing of theſe preſents, procured and obtained of the Queens Majeſty, Lady of the Mannor of *W.* in the County of *S.* for the granting and ſetting to farm of the Tenements, and parcel of Ground hereunder demiſed to the ſaid *S. M.* according to the Tenor and true meaning of theſe preſents, hath demiſed, &c. and by theſe preſents, &c. to the ſaid *S. M.* all thoſe two cuſtomary Meſſuages or Tenements, with their Appurtenances, and one little parcel of Ground thereunto adjoyning, holden by Copy of Court-Roll, of our ſaid Soveraign Lady the Queen, as of her ſaid Mannor of *W.* and all and ſingular Houſes, Edifices, Orchards, Gardens, Cartilages, Profits, Commodities Eaſements, and Hereditaments whatſoever, to the ſaid Meſſuages or Tenements belonging or appertaining, which Tenements, and other the demiſed Premiſſes are ſituate and lying in *P.* in the ſaid County of *S.* That is to ſay, Beeween the great Houſe there of the ſaid *J.L.* now in the holding of Sir *E. B.* Knight, toward the Weſt, and another Tenement of the ſaid *J. L.* now occupied by *A. L.* toward the Eaſt, and upon the River of *Thames* toward the North, and upon the common Field of *P.* aforeſaid, toward the South. To have and to hold the ſaid two Tenements, with their Appurtenances, and the ſaid parcel of Ground, and all other the above demiſed Premiſſes to the ſaid *S. M.* hir Executors and Aſſigns, from the Feaſt of the Birth, &c. next, &c. unto the end and term of fifteen years, from thence, &c. yielding and paying therefore yearly, during the ſaid term, unto the ſaid *J.L.* his Heirs and Aſſigns, thirty ſhillings of, &c. in the Feaſts of the Nativity, and the Birth, &c. by even portions. And if it ſhall happen the ſaid yearly Rent of thirty ſhillings or any part thereof to be behind, unpaid, over, or after any of the ſaid Terms or Feaſts of payment thereof, by the ſpace of twenty days, it being in the mean time lawfully asked, that then, or at any time after, it ſhall and may be lawful to and for the ſaid *J. L.* his Heirs and Aſſigns, into the ſaid Tenement, and other the Premiſſes, to enter and diſtrain; and the Diſtreſs or Diſtreſſes there found, lawfully to take, lead, drive, and carry away, and with him and them to retain and keep, until the ſaid yearly Rent, with the Arrearages thereof, (if any be) together with all their Coſts and Damage in that behalf to be ſuſtained, ſhall be fully ſatisfied and paid to the ſaid *J. L.* his Heirs or Aſſigns.

If the Rent be behind to diſtrain.

And

And the ſaid *S. M.* covenanteth, &c. that he the ſaid *S. M.* his Executors and Aſſigns, ſhall and will at their Coſts and Charges from time to time, during the ſaid term of fifteen years, well and ſufficiently uphold, repair, ſuſtain, maintain, and amend the ſaid two Tenements, with their Appurtenances, and all new Building whatſoever, upon the Premiſſes to be builded, during the ſaid term, and the Pales, Hedges, Walls, Incloſures of the ſaid parcel of ground, and other the demiſed Premiſſes, in, and with all manner of Reparations thereunto to be needful, ſo often as need ſhall require, and ſhall and will alſo cleanſe, ſcowr, and purge the ſieges, gutters, and widraughts of the ſaid Tenements, with the Appurtenances, when like need ſhall require, during the ſaid term of fifteen years; and the ſaid two Tenements, with their Appurtenances, and new Buildings to be made as aforeſaid, and other the Premiſſes by theſe preſents demiſed, ſo well and ſufficiently repaired, upholden, and kept in Reparations as aforeſaid, and all the Glaſs, Wainſcot, Windows, Doors, Locks, Keys, Caſements, and ſuch like, in the Premiſſes to be made or ſet, during the ſaid term, in the end of the ſame term, ſhall leave, and quietly yield up. And that he the ſaid *S.* his Executors nor Aſſigns, ſhall not do, or cauſe to be done any Act or Fact, or other Thing or Things whatſoever, which may forfeit, loſe, or impair the Eſtate or Intereſt which the ſaid *J. L.* hath in the Premiſſes, or any part thereof, or which may otherwiſe be hurtful or prejudicial to the ſaid *J.* his Heirs or Aſſigns, for, or concerning the having, holding, or enjoying of the ſame, or any of them. And the ſaid *J. L.* covenanteth, &c. that he the ſaid *S. M.* his Executors and Aſſigns, for, and under the payment of the ſaid yearly Rent of thirty ſhillings, and performance of the Covenants and Articles aforeſaid, on his and their part to be paid, kept, and performed according to the true meaning of theſe preſents, ſhall, or lawfully may have, hold, and enjoy the ſaid two Tenements, and other the Premiſſes, by theſe preſents Demiſed, during the ſaid term of fifteen years, without any lett, moleſtation, eviction or impediment of the ſaid *J. L.* his Heirs or Aſſigns, and without any lawful lett, moleſtation, eviction, or interruption of any other perſon or perſons; and that he the ſaid *J. L.* his Heirs or Aſſigns, ſhall from time to time diſcharge, or upon reaſonable Requeſt, ſave harmleſs the ſaid *S. M.* his Executors or Aſſigns, of, and for all Quit-Rents, Payments, Duties, and Services to be had or done, for, or out of the demiſed Premiſſes, or any part thereof to the Queens Majeſty, her Heirs or Succeſſors, and alſo of, and for all Rent, Charges, and Annuities heretofore going, or Iſſuing out of the ſaid demiſed Premiſſes, or any part of the ſame (The yearly Rent of thirty ſhillings by theſe preſents reſerved, only excepted and forepriſed.) In Witneſs, &c.

Covenant to repair the Houſes.

The Leſſee not to do any Act to prejudice the Eſtate of the Leſſor.

Quiet enjoyment.

The Leſſor to diſcharge the Leſſee from the Quit-Rents.

A Leaſe to one, during the life of himſelf, his Wife, and their Child unborn, or another to be nominated in ſtead thereof, with proviſion that the Husband ſhall leave his Wife his Land, if he dye before her.

THis Indenture made, &c. Between *J. L.* Cit. and *C.* of *L.* of the one part, and *R. S.* of *H.* in the County of *G. C.* on the other part: Witneſſeth, That the ſaid *J. L.* for and in conſideration of a Marriage already had ſolemnized between the ſaid *R. S.* and *M.* now his Wife, one of the Daughters of *J. L.* late of *H.* aforeſaid Gent. deceaſed, Brother unto the ſaid *J. L.* and for the preferment of the ſaid *M.* hath demiſed, granted, and to farm-letten, and by theſe Preſents, &c. unto the ſaid *R. S.* all that dwelling Houſe, with the Appurtenances lately new builded, and adjoyning to, &c. and all and ſingular Barns, Stables, &c. ſaving, and always except one of this preſent Leaſe and Demiſe, all that, &c. To have and to hold, the ſaid, &c. except, &c. unto the ſaid *R. S.* his Executors and Aſſigns, from the Feaſt, &c. laſt, &c. for, by, and during all the term of ninety nine years from thence, &c. and fully, &c. if the ſaid *R. S.* and *M.* his Wife, and ſuch Child as ſhall be begotten of the Body of the ſaid *M.* by the ſaid *R.* and in this behalf ſpecially to be named to the ſaid *J. L.* by Writing, under the Hand and Seal of the ſaid *R.* before the end of nine years next following (or in default of any ſuch Child) ſuch other perſon as the ſaid *R.* by Writing, Signed with his Hand, and Sealed with his Seal, at any time within ten years next enſuing the date of theſe preſents, ſhall in that behalf nominate and appoint to the ſaid *J. L.* do, or ſhall live to the end of the ſaid ninety nine years, and not otherwiſe, yielding, reſerving, and paying therefore yearly to the ſaid *J. L.* his Executors and Aſſigns 6*l.* of, &c. in the Feaſts, &c. by even portions. And if it ſhall happen the ſaid yearly Rent of 6*l.* or any part thereof to be behind, and not paid by the ſpace of twenty eight days next after any time of payment thereof, wherein the ſame ought to be paid as aforeſaid (it being in the mean time lawfully asked at the dwelling-houſe aforeſaid, and no ſufficient Diſtreſs in and upon the Premiſſes above demiſed, can be had and found overt, and quietly to be taken away and impounded) that then, and from thenceforth it ſhall or may be lawful to the ſaid *J. L.* and his Heirs and Aſſigns, into all and ſingular the premiſſes above demiſed by theſe preſents, wholly to re-enter, and the ſame to have again, &c. and the ſaid *R. S.* his Executors and Aſſigns, from thence to expel, &c. any thing to the contrary, &c. And the ſaid *R. S.* for him, his Heirs, Executors, &c. covenanteth, &c. with the ſaid *J. L.* his Executors, &c. in manner, &c. That is to ſay, That if the ſaid *R.* do happen to deceaſe before the ſaid *M.* his Wife, that then he ſhall leave lawfully aſſured to the ſaid *M.* all and ſingular the above demiſed Premiſſes, free

Demiſe.

Exception.

Habend.

Reddend.

For Non-payment of the Rent, to re-enter.

That the Husband will leave the Land to the Wife free from Incumbrances.

free from all Forfeitures, Charges, and Incumbrances to be done by the ſaid *R.* to the contrary only, and ſolely to be had, enjoyed, and holden to the ſaid *M.* and her Aſſigns, under the payment of the yearly Rent aforeſaid, and doing the reparation hereafter ſpecified in theſe preſents, by and during the natural life of the ſaid *M.* if the ſaid term of years ſhall ſo long endure. **And alſo**, That he the ſaid *R.* and his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time maintain, repair, ſuſtain, keep, and defend the ſaid dwelling Houſe, Barns, &c. and all other the Premiſſes, except before excepted, in, and with all manner of Reparations whatſoever, in all things thereunto at any time to be needful or neceſſary to make it Tenentable, and the ſame, and every of them, ſo well and ſufficiently repaired at the end of the ſaid term, or ſooner determination of this preſent Leaſe, ſhall ſo leave and yield up. *To repair.* **And** the ſaid *J. L.* covenanteth, &c. with the ſaid *R. S.* &c. that when as the next Heir of the ſaid *J. L.* late of *H.* deceaſed, ſhall have accompliſhed his full age of twenty one years, that within one month next after ſuch his coming to full age, upon requeſt of the ſaid *R.* his Executors or Aſſigns, he the ſaid *J. L.* his Executors or Adminiſtrators, ſhall cauſe and procure the ſame next Heir, ſo far as in him the ſame Heir ſhall be lawfully and reaſonably, to Demiſe, Grant and Aſſure, all and ſingular the ſaid demiſed Premiſſes by theſe preſents, according to the true meaning hereof, unto ſuch of the ſaid *R.* and *M.* now his Wife, as then ſhall be living, or to ſuch a Child Male or Female, to be begotten of the Body of the ſaid *M.* by the ſaid *R.* as the ſaid *R.* and *M.* or the Survivor of them, or the Executors of the ſaid *R.* ſhall at any time, during nine years from the date hereof, nominate and appoint in Writing under their, or any of their Hands and Seals; or in default of any ſuch Child, unto ſuch perſon as the ſaid *R.* and *M.* or the Survivor of them, or the Executors of the ſaid *R.* by Writing, Signed and Sealed with their, or any of their Hands, and with their Seals, at any time within one year next after the ſaid nine years ended, ſhall in that behalf nominate and appoint to the ſaid *J. L.* or his Executors or Aſſigns, to have and to hold the ſaid demiſed Premiſſes unto the ſaid *R.* and *M.* the ſaid Child, or other perſon aforeſaid in Reverſion or Remainder, one after another; **That is to ſay**, Firſt to the ſaid *R.* then to the ſaid *M.* and laſt to ſuch Child, or other perſon aforeſaid, according to the meaning hereof, and during all the ſaid term of ninety nine years, if the ſaid *R.* and *M.* and ſuch Child, or other perſon aforeſaid, to be nominated as aforeſaid, or any of them do live ſo long, and not otherwiſe, reſerving by ſuch Demiſe and Grant, for the Premiſſes yearly to be paid, and done ſuch yearly Rent, and ſuch Covenants, Grants and Agreements, as afore is ſpecified in theſe preſents to be contained, limited, and ſet down in the ſaid Leaſe, Demiſe and Grant, ſo to be made in accompliſhment of theſe preſents, and according to the true meaning hereof, ſo always as the ſaid *R.* his Executors or Aſſigns, upon due notice firſt to them given of the Redemiſe of the ſame Leaſe, Demiſe, Grant and Aſſurance, will take and receive the ſame at the now Manſion-Houſe of the ſaid *J. L.* ſituate in *M.* of *L.* **In Witneſs**, &c.

A Leaſe in Reverſion, after the Expiration, Surrender, or Forfeiture of another Leaſe.

THis Indenture, &c. Between, &c. Witneſſeth, That the ſaid *J. N.* in conſideration, &c. whereof and wherewith, &c. hath demiſed, &c. unto the ſaid *C. C.* all that Meſſuage or Tenement, with Shops, &c. to the ſame belonging ſet in *G.* Street *L.* now in the Tenures and Occupations of one *I. C.* and *E.* his Wife, which they hold by Indenture, dated, &c. of the Demiſe and Grant of *F. C.* for 40 years, beginning from the Feaſt of Saint *M.* then laſt paſt (if the ſaid *J. C.* and *E.* do ſo long live.) To have and to hold the ſaid Meſſuage or Tenement, with all Shops, &c. unto the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, from the end, expiration, or whatſoever ſurceaſing, or determination of the ſaid Indenture of Leaſe, be it by Surrender, Forfeirure, or otherwiſe, which firſt and next enſuing the date of theſe preſents, ſhall happen unto the end and term of 31 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term of, &c. unto the ſaid *J. N.* his Heirs and Aſſigns, 40 s. of, &c. at four Feaſts, &c. or within 14 days, &c. by even portions; the firſt payment thereof beginning at ſuch Feaſt of the ſaid Feaſts, which ſhall firſt or next after the death or deceaſe of the ſaid *J. C.* and *E.* happen, or within 14 days then next following. And if it ſhall happen the ſaid yearly Rent of 40 s. to be behind and unpaid, in part, or in all, over or after any Feaſt or term of payment thereof aforeſaid, in which it ought to be paid by the ſpace of two months, and lawfully asked, that then, and from thenceforth it ſhall and may be lawful, to, and for the ſaid *J. N.* his Heirs and Aſſigns, into all and ſingular the ſaid demiſed Premiſſes, with the Appurtenances, wholly to re-enter, and the ſame to have again, &c. And the Tenant to expel, &c. And the ſaid *C. C.* covenanteth, &c. that he the ſaid *C. C.* his Executors or Aſſigns, at his and their own proper Coſts and Charges, during the ſaid 31 years, the ſaid *C. C.* his Executors and Aſſigns, enjoying the ſaid demiſed Premiſſes, at the ſaid Meſſuage or Tenement, as well in tyling, boording, leading, cleanſing draughts, ferming, as all manner paving, lathing, dawbing and lyming, neceſſary and needful to the ſame demiſed Premiſſes, belongling or appertaining, as often, and when as need ſhall be, or at the furtheſt within ſix Months, next after warning given by the ſaid *J. N.* his Heirs or Aſſigns, to the ſaid *C. C.* his Executors or Aſſigns, ſhall repair, ſuſtain, keep and maintain, and in the end of the ſaid term of 31 years, ſhall ſo leave and yield up the ſame, (principal Timber only excepted) which principal the ſaid *J. N.* for him, his Heirs, Executors and Adminiſtrators, at his and their own proper Coſts and Charges, covenanteth and granteth by theſe preſents, to find, prepare, ſet up, and finiſh in and upon the ſaid demiſed Premiſſes upon Requeſt, during the ſaid term of 31 years, as often as need ſhall be or require.

Premiſſe.

Habend.

Reddend.

For Non-payment of the Rent, to re-enter.

To repair.

And

And the ſaid *J. N.* Covenanteth, &c. in form, &c. That he the ſaid *J. N.* the day of the date hereof, and at the enſealing and delivery of theſe preſents, is very true, ſole, and lawful Owner of the ſaid Meſſuage or Tenement, and of all and ſingular other the Premiſſes, with their Appurtenances, above by theſe preſents demiſed, and of every part and parcel thereof, and is thereof lawfully ſeiſed of a good and perfect Eſtate in Fee-ſimple, to the uſe of him the ſaid *J.* and of his Heirs and Aſſigns for ever, without any manner of entail, condition, alteration, or limitation of Uſe: And by reaſon of ſuch Eſtate, hath now good rightful power, and lawful authority, to demiſe and grant the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, above by theſe preſents mentioned to be demiſed, for, and during the ſaid term of 31 years, unto the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns. And that the ſaid *J. N.* his Heirs, Executors and Aſſigns, at his and their own proper Coſts and Charges, ſhall, during the ſaid term of, &c. pay, and bear all chief and quit-rents growing due, and to be paid and born out of and for all the ſaid Meſſuage or Tenement, and all other the Premiſſes, with the Appurtenances, and every part thereof: And alſo, that he the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, at the end, expiration, ſurceaſing, or other determination of the ſaid Indenture of Leaſe above recited, ſhall and may lawfully, peaceably, and quietly enter into the ſaid Meſſuage or Tenement, and all other the ſaid Premiſſes, with their Appurtenances, above by theſe preſents mentioned to be demiſed, and into every part thereof, and the ſame for the ſaid yearly Rent of 40 s. ſhall and may from thenceforth, for, and during the ſaid term of 31 years, lawfully, peaceably and quietly, have, hold, occupy and enjoy, without any manner of lett, trouble, denial, interruption or eviction of the ſaid *J. N.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever. And moreover, That he the ſaid *J. N.* his Heirs and Aſſigns, and every of them, ſhall and will, at all and every time and times hereafter, and from time to time, upon requeſt, and at the coſts and charges in the Law of the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, and of every or any of them, acknowledg, conſeſs, make, execute, and do, or cauſe to be made, &c. all and ſingular ſuch further act and acts, deviſe and deviſes, aſſurance and aſſurances unto the ſaid *C. C.* his Executors, Adminiſtrators, or Aſſigns, of and in the ſaid Meſſuage, &c. for the further, more better, and perfect aſſurance and ſure-making of the ſaid Meſſuage or Tenement, with the Appurtenances, unto the ſaid *C. C.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of, &c. as by the ſaid *C.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be lawfully deviſed or adviſed. In Witneſs, &c.

The Leaſor covenants that he is lawful owner.

Seiſed.

Power to demiſe.

To pay the quit-rents.

Quiet enjoyment.

Further aſſurance.

A Leaſe of a Houſe in London, *where part of the Rent is taken up by way of Fine, and where the Houſe having been the Leſſor's place of occupation, the Leſſees are bound to gather in certain of the Leſſor's Debts.*

THis Indenture, &c. Between *A. H.* of *L.* Widdow, ſole Executrix of the laſt Will and Teſtament of *W. H.* late Cit. and S. of *L.* deceaſed, on the one part, and *J. S.* Cit. and S. of *L.* on the other part. Witneſſeth, That for and in conſideration of a Fine or Income of 120 l. of, &c. to be paid to the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, at the Meſſuage or Tenement here under by theſe Preſents demiſed by the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, in manner and form following; That is to ſay, 20 l. thereof yearly, during 6 years now next enſuing, in the Feaſts of the Birth, &c. the Annunc. &c. or within the ſpace of 30 days, next after every of the ſame Feaſts, by even Portions every year, until the ſaid Sum of 120 l. ſhall be well and truly paid, the ſaid *A. H.* hath demiſed, &c. unto the ſaid *J. S.* all that Meſſuage or Tenement, with the Appurtenances called *M.* ſituate in *B.* Street, in the Pariſh, &c. and all and ſingular Rooms, void Grounds, and Buildings, with their Appurtenances, to the ſaid Meſſuage and Tenement belonging or appertaining, which the ſaid *W. H.* had, and the ſaid *A.* now hath, or occupieth with the ſame, to have, &c. to the ſaid &c. from the Feaſt of St. *M.* &c. laſt, &c. for and during all the term of ſix years, from thence, &c. yielding and paying therefore yearly, during all the ſaid term to the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, at the ſaid Tenement, 4 l. of, &c. in the Feaſts of the Birth, &c. the Annun. &c. the Nativity, &c. and St. *M.* &c. by even Portions: And if it do happen either the ſaid yearly Rent of 4 l. or any part thereof, or the ſaid yearly payment of the Fine and Income aforeſaid, or any part thereof, to be behind and not paid, within the ſpace of 30 days next enſuing, from the Feaſts aforeſaid, wherein the ſame or any part thereof ought to be paid as is aforeſaid, the ſame being lawfully asked at the ſaid Meſſuage, that then and from thenceforth, this preſent Leaſe made and granted of the Premiſſes by theſe preſents, ſhall clearly ceaſe, determine, and become utterly void, any thing contained in theſe Indentures, to the contrary thereof in any wiſe notwithſtanding. And the ſaid *J. S.* Covenanteth, &c. in form, &c. that he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, at his and their own proper coſts and charges, ſhall and will well and ſufficiently repair, keep, maintain, and ſuſtain, all and ſingular the Premiſſes, with all manner of Reparations, and the pavements thereof, and in the Street before the ſame, and all the Sieges, Sinks, Gutters, and Widraughts thereof, ſhall cauſe to be paved, purged and emptied, as often as need ſhall be, during the ſaid term of 6 years. And ſo ſhall leave and yield up all and ſingular the Premiſſes, into the hands and

Demiſe.

Habend.

Reddend.

If the Rent be unpaid, the Leaſe to be void.

To repair.

and poſſeſſion of the ſaid *A. H.* or of her Executors, Adminiſtrators, or Aſſigns, in the end of the ſaid term, if any of them will then accept and receive the ſame. **And alſo,** That it ſhall and may be lawful, to and for the ſaid *A. H.* her Executors, Adminiſtrators, or Aſſigns, at all reaſonable times, and upon reaſonable requeſt, to enter into the ſaid Meſſuage, and other the Premiſſes, to ſearch and view the reparations thereof. And that if upon ſuch ſearch and view thereof, there ſhall be any part of the ſame, which ſhall have need of amendment, and warning then and there given or left by the ſaid *A.* her Executors, Adminiſtrators or Aſſigns, for the amendment thereof, that then he the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, at his or their own coſts and charges, ſhall cauſe every part of the Premiſſes (according to the form of every ſuch warning to be given or left as aforeſaid) to be competently and ſufficiently repaired within the ſpace of three months next after every ſuch warning ſo thereof to be given or left as aforeſaid. **And further,** That the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will yearly, with the ſeveral payments of the ſaid yearly Rent of 4 *l.* content and pay yearly, during the ſaid term of 6 years, unto the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, 46 s. of lawful, &c. by even and equal portions, for and towards the full diſcharge of all Quit rents, and Out-rents, during the ſaid term, to be going or iſſuing out of the Premiſſes: **And** the ſaid *A.* Covenanteth, &c. That ſhe the ſaid *A.* her Executors, and Adminiſtrators, at their own charges, ſhall and will ſave and keep harmleſes the ſaid *J. S.* his Executors, and every of them, of and for all and ſingular Rents, Rent-charges, Quit-rents and Annuities whatſoever, to be paid for or out of the ſaid Meſſuage and other the Premiſſes, during the ſaid term, except only the ſaid Fine and Income, and the ſaid yearly Rent of 4 *l.* and yearly payment of 46 s. above ſaid, reſerved and payable to the ſaid *A.* her Executors, Adminiſtrators, and Aſſigns, by virtue of theſe Preſents, and all Church duties whatſoever. **And further,** That he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, ſhall or lawfully may have, hold, occupy, and enjoy the ſaid Meſſuage and Tenement, with their Appurtenances, and all and every other the Premiſſes, by and during all the ſaid term of years, according to the true intent and meaning of theſe preſents, without any let or interruption of the ſaid *A.* her Executors, Adminiſtrators or Aſſigns, and without any lawful let, moleſtation, or interruption of any other perſon or perſons. **And whereas,** divers and ſundry perſons, do owe divers ſeveral Sums of Money to be paid to the ſaid *A.* or to her lawful Attorney, Executor, or Adminiſtrator, which are expreſſed in a Schedule indented, annexed to theſe preſents: And which the ſaid *J. S.* hath agreed to take, gather, and receive, to the uſe of the ſaid *A.* and her Executors, as he or they can or may lawfully obtain and get the ſame, or any part thereof. The ſaid *J. S.* covenanteth, &c. That he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, (ſo long as it ſhall pleaſe the ſaid *A.* her Executors, or Adminiſtrators, and the ſaid term endureth) ſhall and will upon lawful warrant from the ſaid *A.* or her Executors, do their beſt diligence, at the coſts and charges in the Law of the ſaid *A.* and of her Executors and Aſſigns, to gather and receive the ſaid Debts mentioned

To view and give warning.

The Leſſee to pay a ſum yearly, for diſcharging of Quit-rents.

The Leſſor to ſave the Leſſee harmleſs from all Quit-rents, &c.

Quiet enjoyment.

The Leſſee to receive Debts for the Leſſor.

in the ſaid Schedule, to and for the uſe of the ſaid *A.* and of her Executors and Adminiſtrators. And that the ſaid *J.* his Executors, Adminiſtrators, and Aſſigns, upon reaſonable requeſt monthly, or at any time after the end of every month, ſhall and will truly account with the ſaid *A.* her Executors and Adminiſtrators, of and for all the ſeveral Receipts of the Debts aforeſaid, from month to month, by the ſaid *J.* his Executors, Adminiſtrators, or Aſſigns, to be received, and ſhall and will within 30 days next after his or their Receipt thereof, upon reaſonable requeſt thereof to be made by the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, as well content and pay to the ſaid *A.* her Executors or Adminiſtrators, ſo many Sum and Sums of money, as the ſaid *J. S.* his Executors or Aſſigns, ſhall have ſo received of the Debts aforeſaid, and as then ſhall be remaining in their or any of their hands before not paid or ſatisfied to the ſaid *A.* her certain Attorney, Executor, or Adminiſtrator; As alſo, ſhall and will, upon like requeſt as aforeſaid, deliver to the ſaid *A.* her Executors or Adminiſtrators, a true note in writing, of what perſon and perſons the Sum and Sums aforeſaid, ſo were received by the ſaid *J.* his Executors or Aſſigns, and at what time. In Witneſs, &c.

To accompt monthly, and pay the monies received to the Leſſor.

A very good Leaſe of a Brew-houſe and Brewing-Veſſels, with very good Covenants, and a Covenant to ſtand to award if any Controverſie riſe between the parties upon any matter in the Leaſe.

THis Indenture, &c. Between *J. S.* Cit. and C. of *L.* and *A.* his Wife, late Wife of *W. C.* Cit. and H. of *L.* deceaſed on the one part, and *W. W.* of the Pariſh of St. *G.* in *S.* &c. Brewer, on the other part; Witneſſeth, That whereas one *H. L.* late of *L. C.* deceaſed, and alſo late Husband of the ſaid *A.* by his Teſtament and laſt Will in Writing, bearing date, &c. did Will, That all his Brew-houſe, wherein he did then inhabit, ſituate and ſtanding in the Pariſh of St. *G.* &c. with all Brewing Leads, Veſſels, Utenſils, and Neceſſaries, and the Tenement in the Tenure of *D. S.* and other the ſmall Tenements then and yet adjoyning and annexed to the ſaid Brew-houſe, ſhould be and remain in the government and diſpoſition of the ſaid *A.* his Wife, until the ſaid *H.* his Son ſhould accompliſh his full age of 21 years. And after in the ſame Teſtament and laſt Will, did deviſe the ſaid Brew-houſe and other the Premiſſes to the ſaid *H.* his Son, and to the Heirs of his body lawfully begotten, with divers Remainders over, to divers of his Children yet living: Willing further, That if all his Children ſhould deceaſe without Heirs of their bodies, that then the ſaid *A.* his Wife ſhould have all the ſaid Brew-houſe and other the Premiſſes during her natural life, the Remainder thereof to the right Heirs of the ſaid *H.* the Father for ever, as by the ſaid Teſtament, &c. Now the ſaid *J. S.* and

A.

now his Wife, for and in accomplishment of a certain order of Award made and taken by the Lord Mayor and Court of Aldermen of the said City of *L.* have demised, &c. unto the said *W. W.* his Executors and Assigns, *Demiſ.* the said Brew-house, with all and singular the Appurtenances, and all Houses, Offices, Store-houses, Stables, Yards, Orchards, Gardens, Wharfs, and all other Easements and Commodities to the same Brew-house belonging or appertaining, or with the same occupied, with all and singular their Appurtenances, and all Brewing-Vessels, Utensils, and Implements contained in a Schedule annexed to these Presents, now in the occupation of the said *W. W.* and the said Tenement, late in the occupation of the said *D. B.* and also the Orchard belonging to the said Premisses, and also one Wharf, with the Appurtenances, in the Tenure or occupation of one *W. V.* To have *Habend.* and to hold, &c. to the said *W.* from the Feast of St. *M.* &c. last past, &c. until the said *H. L.* the Son shall accomplish his full age of 21 years; and if it shall fortune the said *H.* the Son, and other the Children of the said *H. L.* the Father, at any time hereafter, to decease without issue of any of their bodies, and the said *A.* then being in life, then to have and to hold the said Brew-house, &c. to the said *W. W.* &c. from the day of the decease of the said *H. L.* the Son, and other the Children of the said *H. L.* the Father, without issue of any of their bodies, for and during all such further Estate and Interest as the said *A.* hath or had, or hereafter shall have, by force or virtue of the Devise of her said Husband by his last Will and Testament aforesaid, yielding and paying therefore yearly to the said *J.* and *A.* for and during such of the said several term and terms wherein the said *W. W.* his Executors or Assigns, shall have, hold, occupy, or enjoy in possession the said Brew-house, &c. by force and virtue of these presents, the Sum of 130 l. *If the Rent be* of, &c. in the Feast of the Annun. &c. The Nat. &c. or within the space of *unpaid* 28 *days* 28 days next ensuing after every of the same Feasts yearly, by even and *to distrein.* equal portions; and if it happen the said yearly Rent of 130 l. or any part thereof to be behind and unpaid by the space of 28 days next after any of the Feasts aforesaid, and the same being in the mean time lawfully asked, That then it shall and may be lawful, to and for the said *J.* and *A.* and their Assigns, into the said Brew-house, and into all and every other the Premisses, to enter and there quietly to distrain, and the Distress and Distresses there found to take, lead, drive, and carry away, and the same with them lawfully to detain and keep until they shall be fully satisfied and paid the said yearly Rent, with the arrearages thereof, (if any be.) And if it happen the said yearly Rent of 130 l. or any part thereof to be behind and unpaid by the *If 56 days to* space of 56 days next after any of the said Feast-days of payment thereof *re-entr.* aforesaid, the same being lawfully asked as aforesaid, that then and at all times after it shall and may be lawful to and for the said *I.* and *A.* and their Assigns, into the said Brew-house with the Appurtenances, and all other the Premisses, to re-enter and the same together with the said Utensils, and brewing Vessels, and all other Implements in the said Schedule specified, to have again and repossess as in their former Estate: And the said *W. W.* to expell, &c. these presents, &c. And the said *W. W.* covenanteth to & with the said *I.* and *A.* their Executors, and Administrators, by these present, That he the said *W. W.* his

Executors, Adminiſtrators, or Aſſigns, at their coſts and charges, at all times convenient, from time to time from henceforth, for and during the ſaid term and terms wherein the ſaid *W.* &c. ſhall have, &c. *Vt in reddendum* ſhall and will, well and ſufficiently keep, maintain, and ſuſtain the ſaid Brew-houſe, and all the Brewing-Veſſels aforeſaid, mentioned in the ſaid Indented Schedule, and all other the Premiſſes, in and with all manner of needful reparations, when and ſo often as need ſhall require. And the ſame Brew-houſe, and all the Brewing-Veſſels, Utenſils, and Implements contained in the ſaid Schedules to theſe Indentures annexed, with all other the Premiſſes, ſo well and ſufficiently repaired, kept, and maintained in all things in the end of the firſt term above mentioned, or any ſooner determination thereof, ſhall leave and yield up. And the ſaid *W. W.* Covenanteth, &c. that without the lett, trouble or interruption of the ſaid *W. W.* his Executors, Adminiſtrators, or Aſſigns, or any of them, (ſo as he or they be reaſonably requeſted thereunto by the ſaid *J.* or *A.* or their Aſſigns), it ſhall and may be lawful to and for the ſaid *I.* and *A.* and either of them, and their Aſſigns, and the Aſſigns of any of them, with the number of 3 perſons or under, with them or any of them, at two ſeveral times of every year, at their pleaſures, at any time between 8 of the Clock in the morning, and 4 of the Clock in the afternoon, to enter into the ſaid Brew-houſe and Tenements aforeſaid, and all other the Premiſſes, and into every part of the ſame, there to view and ſearch how the ſame and all the ſaid Implements and Utenſils have been repaired and kept. And that if upon ſuch view and ſearch, any lack of reparations ſhall be found in the Premiſſes, or in any part of them, or any of them which ſhall have need of amendment, & admonition then and there openly given and left in writing by the ſaid *I.* or *A.* or their Aſſigns for the amendment thereof, that then he the ſaid *W. W.* his Executors or Aſſigns, at his or their, or ſome of their own charges within 6 months next after every ſuch admonition, ſhall and will ſufficiently repair and amend every ſuch lack ſo found, and wherein warning ſhall be given, as aforeſaid. And alſo, that if it do fortune the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns, upon ſuch admonition at any time ſo to be given as is aforeſaid, do not ſufficiently repair and amend every ſuch lack of Reparation, in or upon the Premiſſes, or any part thereof to be found and admoniſhed as is aforeſaid, within the ſaid ſpace of ſix months before expreſſed, that then the ſaid *I.* and *A.* his Wife, or their Aſſigns, at the end of the ſaid 6 months before expreſſed, or at any time after, ſhall give advertiſement of all ſuch Defaults as then ſhall remain of the ſaid Reparations to the Wardens of the Company of C. of the City of *L.* and to the Wardens of the Company of B. of the ſame City for the time being, and that thereupon it ſhall be lawful to the ſaid Wardens, or to any 4 of them, whereof 2 to be C. and the other 2 to be B. to appoint Viewers at their diſcretion, to view, and ſearch the ſaid Reparations, which the ſaid *I.* or *A.* or their Aſſigns from time to time, ſo often as any ſuch ſhall be to them given, and the ſaid parties for them, their Executors, and Adminiſtrators, do further accord and agree by theſe preſents, That the ſaid Wardens, or ſuch 4 of them as aforeſaid, ſhall have power and authority to appoint ſuch Viewers as aforeſaid, and that the

To repair.

Lawful for the Leſſor to view and give notice of any want of Repairs.

the Viewers by them from time to time by them to be appointed, ſhall have authority by theſe preſents to judg and determine of the ſaid defects according to the tenor and true meaning of theſe preſents. And the ſaid *W. W.* Covenanteth, &c. That he the ſaid *W.* his Executors and Adminiſtrators ſo often as any ſuch advertiſement be given, ſhall, upon like requeſt to be made as is aforeſaid, peaceably and quietly permit and ſuffer the ſaid Viewers together with the ſaid *I.* and *A.* and their Aſſigns, or any of them, to enter into the ſaid Brew-houſe, and other the Premiſſes, and there by the ſhewing or Demonſtration of the ſaid *I.* or *A.* or of their Aſſigns, or of the Aſſigns of any of them, to take and have plain and full view and ſurvey of all ſuch lacks of the ſaid Reparations left unrepaired upon the ſaid former admonition given by the ſaid *I.* or *A.* or their Aſſigns, or the Aſſigns of any of them: To the intent that the ſame Viewers from time to time ſo to be ſent, as aforeſaid, by the ſaid Wardens, or ſuch 4 of them as aforeſaid, may leave behind them plainly expreſſed in writing, what further Reparations ſhall then in their Conſciences and indifferent Judgment be thought needful to be done upon the Premiſſes, or any part thereof, and that then if within the ſpace of other ſix months, next after every ſuch admonition laſt above mentioned to be given by ſuch Viewers aforeſaid by form aforeſaid, all ſuch Reparations whereof they ſhall ſo give admonition, ſhall not be done and finiſhed accordingly. That then a Re-entry, &c. and an expulſion of the Tenant, any thing, &c. And the ſaid *I.* and *A.* for themſelves, their Executors, and Adminiſtrators do Covenant, &c. in form, &c. That the ſaid *I. S.* and *A.* their Executors and Adminiſtrators, at their own proper coſts and charges, ſhall from time to time, and at all times, well and ſufficiently diſcharge, ſave and keep harmleſs as well the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, as alſo the ſaid Brew-houſe, and all other the Premiſſes by theſe preſents mentioned to be demiſed, with all and ſingular their Appurtenances, and every part and parcel thereof, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges and Incumbrances whatſoever, had, made, granted, done or knowledged by the ſaid *I.* or *A.* or by any other by their or any of their aſſent in any wiſe. And alſo ſhall ſave harmleſs the ſaid *W.* his Executors and Adminiſtrators, and the ſaid Brew-houſe, &c. of, and from all and all manner of quit-Rents, Annuities, and Rents-charges whatſoever, iſſuing or going out, or to be iſſuing or going out of the ſame or any part thereof, other than only the ſaid yearly Rent of 130 l. reſerved by theſe preſents yearly to be paid for the ſaid Brew-houſe and other the Premiſſes. And further, That the ſaid *I.* and *A.* their Executors, and Adminiſtrators, ſhall and will, from time to time, and at all times, ſave harmleſs the ſaid *W. W.* his Executors, Adminiſtrators, and Aſſigns, againſt the ſaid *H. L.* the Son, his Executors, Adminiſtrators, and Aſſigns, and againſt all other the children of the ſaid *H. L.* the Father, of and for the ſaid yearly Rent of 130 l. and of every part and parcel thereof, to be received by the ſaid *I.* or *A.* their Executors, Adminiſtrators, or Aſſigns. And that upon every payment made of the ſaid yearly Rent, or any part thereof to the ſaid *I.* or *A.* their Executors, or Aſſigns, by the ſaid *W. W.* his Executors or Aſſigns, according to the tenor and true meaning of theſe preſents. The ſaid *I.* or *A.* their Executors, or

If the Premiſſes be not repaired within ſix months after notice, a re-entry.

The Leſſor to ſave the Leſſee and the Premiſſes harmleſs from all Incumbrances.

To give acquittances for the Rent.

Aſſigns, ſhall and will ſubſcribe to ſuch a reaſonable Writing, or Acquittance, as the ſaid *W.* his Executors, or Adminiſtrators, ſhall reaſonably require, teſtifying and declaring the receipt of the ſaid payment. **And moreover,** That he the ſaid *W.* his Executors or Aſſigns, by and under the payment of the ſaid yearly Rent of 130*l.* in manner and form aforeſaid, and by and under the performance of all and ſingular the Covenants and Articles in theſe preſents contained on his and their part to be performed, according to the tenor and true meaning of theſe Indentures ſhall or lawfully may have, hold and enjoy the ſaid Brew-houſe and the ſaid Tenements, with all and ſingular their Appurtenances, and alſo all the Brewing-Veſſels expreſſed and mentioned in the ſaid Schedule hereunto annexed, and all and every other the Premiſſes with the Appurtenances, and every part and parcel thereof, until the ſaid *H. L.* the Son ſhall accompliſh his full age of 21 years. And in caſe the ſaid ſecond demiſed intereſt into the ſaid Brew-houſe and Tenement, ſhall accrue to the ſaid *A.* by the ſaid Will and Teſtament, then the ſaid *W. W.* his Executors or Aſſigns, ſhall and may likewiſe have, hold and enjoy the ſaid Brew-houſe and Tenements and every of them, without any lawful let, interruption, or eviction of the ſaid *J.* or *A.* or of their Aſſigns, or any other perſon or perſons, having, or which ſhall have or claim any eſtate, right, title, or intereſt of either of them in any wiſe.

Quiet enjoyment.

And furthermore, it is Covenanted, granted, concluded, condeſcended, and fully agreed, by and between the ſaid parties to theſe preſents. And every of the ſaid parties for themſelves, their Executors, and Aſſigns, do by theſe preſents Covenant, grant, conclude, condeſcend, and agree, to and with the other of them, their Executors, and Adminiſtrators, That if it ſhall fortune at any time hereafter any manner of ſtriſe, variance or contention to ariſe betwixt the ſaid parties, their or any of their Executors, Adminiſtrators, or Aſſigns, or any of them, of, for, or upon any matter, cauſe or thing ſpecified or mentioned in the Indentures, or for or upon any matter or thing to ariſe or grow thereof (other than for non-payment of the ſaid yearly Rent of 130*l.*) That then the ſaid parties and every of them, before any Suit in Law be taken, commenced, or proſecuted by them or any of them, of, for, and upon any Article, clauſe, or agreement in theſe preſents declared, as is aforeſaid, ſhall firſt therein from time to time ſtand to, abide, obey, and perform, all and every ſuch Decree, Order and Judgment, Decrees, Orders, and Judgments, as from time to time, and at any time, ſhall be made and given up by the ſaid Wardens of the Company of *C.* of the ſaid City of *L.* and the Wardens of the Company of *B.* of the ſame City for the time being, or by any four of them, ſo as two be of the other two *B.* and ſo as the ſaid Wardens or ſuch four of them as aforeſaid, from time to time, upon any complaint to them made by the ſaid parties, or by any of them, do make and publiſh their Decree, Order and Judgment, in the Premiſſes, within the ſpace of two months next after ſuch complaint to them made. And if the ſaid Wardens in form and time aforeſaid, make no Order or Decree as is aforeſaid, Then they or either of them at their pleaſures, ſhall and may take their remedy by Law againſt one another, any thing in theſe preſents to the contrary notwithſtanding. **In Witneſs,** *&c.*

If any difference ariſe to ſtand to the Award of the Wardens of the Company of C.

If they make no Award, to take their remedy at Law.

A

A Leaſe of a Houſe in the Country in Reverſion, with Covenant to pay Herriots.

THis Indenture, &c. Between *H. H.* of H. in the County of *S.* Gent. and *E.* his wife of the one part, and *W. W.* of *M.* in the ſaid County of *H.* of the other part, Witneſſeth, That whereas the ſaid *H.* and *E.* together with one *T. H.* Father of the ſaid *H.* deceaſed, for a certain ſum of money to them by the ſaid *W. W.* before-hand paid, by their Indenture bearing date, &c. did Demiſe, Grant, Set, and to farm let, unto the ſaid *W. W.* all that their Meſſuage or Tenement, with all Edifices and Buildings thereunto belonging, together with all Lands, Meadows, Leaſowes and Paſtures, Commons of Paſture, Commodities and Feedings to the ſaid Meſſuage or Tenement belonging or appertaining, with all and ſingular their Appurtenances, ſituate, lying and being in the Town and Fields of *M.* aforeſaid, in the County aforeſaid, and then in the Tenure and Occupation of the ſaid *W. W.* To have and to hold the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, Commons, Commodities and Feedings, and all other the Premiſſes, with their Appurtenances, unto the ſaid *W. W.* his Executors and Aſſigns, from the Feaſt of the Purification, &c. laſt paſt, before the date of the ſaid Indenture, unto the full end and term of 24 years, from thenceforth next and immediately enſuing, fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term to the ſaid *H. H.* and *E.* his wife or to one of them, or to their Heirs 20 s. of lawful money of, &c. as in the ſaid Indenture is contained at large: And now the ſaid *H. H.* and *E.* his wife, of one aſſent and conſent, for, and in conſideration of the ſum of 20 l. of current money, &c. to the ſaid *H.* and *E.* by the ſaid *W. W.* before, and at the enſealing hereof, well and truly contented and paid for, and in the name of a Fine, whereof the ſaid *H.* and *E.* and either of them, do knowledg themſelves to be fully ſatisfied and paid. And the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, thereof to be acquitted, exonerated, and diſcharged by theſe Preſents: Have demiſed, granted, ſet, and to farm lett, and by theſe preſents, &c. unto the ſaid *W. W.* all the foreſaid Meſſuage or Tenement, Edifices, Buildings, with all Lands, Meadows, Leaſowes, Commons of Paſture, to the ſaid Meſſuage or Tenement belonging, with all other the Premiſſes, and their Appurtenances, ſituate, lying, and being in the Town and Fields of *M.* aforeſaid, in the ſaid County, in as large and ample manner, as the ſaid *W. W.* heretofore hath occupied the ſame. To have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, Commons, Commodities, and all other the Premiſſes, and every part thereof, with the Appurtenances, to the ſaid *W. W.* his Executors or Aſſigns, from the end and expiration of the foreſaid Indenture. That is to wit, from the Feaſt of the Purification, &c. which ſhall be in the year of our Lord God, one thouſand,

Recital of the former Leaſe.

Demiſe in Reverſion.

Habend.

ſand, &c. unto the full end and term of 21 years then next enſuing, to be fully compleated and ended: Yielding and paying yearly, therefore during the ſaid term to the ſaid *H. H.* and *E.* his wife, or to any of them, their Heirs or Aſſigns, the ſum of 23 s. of, &c. at two Feaſts in the year uſual, **That is to ſay,** at the Feaſts of the Annun. &c. and St. *M.* &c. by even portions. **And** if it happen the ſaid yearly Rent of 23 s. to be behind, and unpaid in part, or in all, by the ſpace of one month, after either of the ſaid payable Feaſts wherein it ought to be paid, being lawfully demanded, and by all that time, no ſufficient diſtreſs can be found upon the Premiſſes; then it ſhall be lawful for the ſaid *H.* and *E.* or their Heirs, into the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, and all other the Premiſſes, with the Appurtenances, to re-enter and the ſame to repoſſeſs and have again as in their former eſtate. And the ſaid *W. W.* his Executors and Aſſigns, and all other Occupiers of the ſame to avoid, expell, and put out: Theſe Indentures, or any thing therein contained to the contrary notwithſtanding. **And** the ſaid *W. W.* doth covenant and grant for him, his Executors and Aſſigns, to, and with the ſaid *H. H.* and *E.* his wife, the ſaid Meſſuage or Tenement, and all Edifices and Buildings to the ſame belonging ſufficiently to repair, maintain, and ſuſtain, together with all Hedges and Ditches, in, and about the ſaid Lands, during all the ſaid term, upon his own proper Coſts and Charges: And at the end of the ſaid term, the ſaid Buildings, Hedges and Ditches, ſufficiently repaired, ſhall yield, and give up: **And alſo,** the ſaid *W. W.* his Executors or Aſſigns, ſhall pay to the ſaid *H.* and *E.* or their Heirs, at the death of every perſon dying Tenant, in, and upon the Premiſſes, during the ſaid term, his or their beſt Beaſt in the name of an *Herriot*. **And alſo,** the ſaid *W. W.* doth Covenant and Grant to and with the ſaid *H.* and *E.* that he the ſaid *W. W.* ſhall not at any time hereafter, during the ſaid term, bargain, ſell, or aſſign his intereſt or term of years, of, in, and to the ſaid Meſſuage, and other the Premiſſes, with the Appurtenances, to any perſon or perſons, other than to his Wife, or to one of his Sons, without the ſpecial Licenſe of the ſaid *H.* and *E.* his Wife, or their Heirs, upon pain of forfeiting his or their Eſtate. And that the ſaid *W. W.* his Executors or Aſſigns, during all the ſaid term, ſhall yearly pay all chief Rents, and all other ſervices due, or to be due, to any perſon or perſons out of the ſaid Meſſuage or Tenement, and other the Premiſſes. **Moreover** the ſaid *H. H.* and *E.* his wife, do Covenant and Grant for them and their Heirs, to, and with the ſaid *W. W.* his Executors or Aſſigns, That it ſhall be lawful to the ſaid *W. W.* his Executors or Aſſigns, during all the ſaid term, to have, take, hew, and carry away ſufficient Houſe-boot, Hey-boot, Fire-boot, and Plough-boot, in and upon the Premiſſes, growing or being, doing not wilful Waſte. **Provided alwayes,** that the ſaid *W. W.* his Executors or Aſſigns, ſhall not fall, nor hew any Oak by the But, nor cut off the top of any Oak growing in *Sage lee*, during the ſaid term, without the conſent and licenſe of the ſaid *H.* and *E.*: **And alſo,** the ſaid *W. W.* doth Covenant and Grant, That his Son, to whom he ſhall aſſign the Premiſſes, with this Indenture, ſhall not aſſign his intereſt in and to the Premiſſes to any perſon or perſons, but to his Wife, as long as ſhe remaineth Widdow

Riddend.

For repoſſeſſion upon non-payment.

Covenant for reparation.

And repaired to yield up.

To pay the Herriot at the death of any Tenant.

Leſſee not to ſell his Intereſt without Licenſe.

Tenant to pay quit-Rents.

Tenant to have Houſe-boot, and Fire boot, &c.

Condition for not cutting or topping the Oaks.

Widdow, without the conſent and licence of the ſaid *H.* and *E.* and their Heirs, upon pain of forfeiting their Eſtate: And the ſaid *H.* and *E.* do Covenant and Grant, for them and their Heirs, to, and with the ſaid *W. W.* his Executors and Aſſigns, That the ſaid *W. W.* his Executors and Aſſigns, during all the ſaid term, ſhall peaceably and quietly, have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, and Paſtures, with all and ſingular their Appurtenances, in manner and form above-written, without lett, interruption or gain-ſaying of the ſaid *H.* and *E.* his Wife, or their Heirs, or of any other perſon or perſons claiming in their name or names, intereſt, or behalf: In Witneſs, *&c.* *Covenant for enjoyance.*

H. H. bound to *W. W.* in 50 l. for performance of Covenants.

W. W. *by his Will, dated, &c. after divers Legacies, concludeth and finiſheth thus,* viz. *The reſidue of all my Goods, Cattels, Debts and Leaſes unbequeathed, my Debts paid, and Funeral diſcharged, I give wholly unto the foreſaid* J. W. *of* W. *in the Pariſh of* B. *whom I make my full and whole Executor.* In Witneſs, *&c.*

A Leaſe of a Garden for 1000 *years, with Covenant to convey over the Fee-ſimple of the Premiſſes to the Leſſee, or his Heirs, if they require it.*

This Indenture, &c. Between *M. B.* Cit. and G. of *L.* on the one part, and *H. W.* of the City of *L.* aforeſaid, Son of *W. W.* Cit. and P. of the ſame City, on the other part: Witneſſeth, That the ſaid *M. B.* for, and in conſideration of the ſum of 45 l. of, &c. whereof, &c. Hath given, granted, demiſed, betaken, and to farm letten, and by theſe preſents, &c. unto the ſaid *H. W.* his Executors and Aſſigns, all that Garden, and Garden-Ground, and the Lodg therein builded, and the one half of the Well in the Weſt-end thereof, and all Buildings within the ſame Garden, and all the Hedges, Fences, and Incloſures thereof, with all and ſingular the Appurtenances and Commodities thereof, now being in the proper holding and occupation of the ſaid *W. W.* ſituate, lying, and being on the Weſt-ſide of *M.* without M. of the City of *L.* between *M.* aforeſaid, on the South-ſide, and the Garden in the Holding, &c. on the North-ſide, and doth contain in length by the North-ſide, from Eaſt to Weſt, 128 Foot of aſſize, and by the South-ſide in length as aforeſaid, 113 Foot of aſſize, and in breadth, &c. To have and to hold the ſaid Garden, and Garden-Ground, and the Lodg, Buildings, Hedges, Fences, and Commodities thereof aforeſaid, with all and ſingular their Appurtenances, to the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, by, and during all the whole *Habend.*

term

Reddend. term of 1000 years, from thence next following, and fully to be compleat and ended, without impeachment of any manner of Waſte, yielding and paying therefore yearly to the ſaid *M.* and his Heirs, one ſilver penny in the Feaſt of All-Saints (if it be asked.) And the ſaid *M. B.* for him, his Heirs, Executors and Adminiſtrators, and every of them, Covenanteth and granteth, to, and with the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, in manner and form following, That is to ſay, That he the ſaid *M. B.* now at the enſealing and delivery of theſe preſents, is by good and ſure Title in the Law, lawfully and ſolely ſeiſed of the ſaid Garden, and all other the above demiſed Premiſſes, in his Demeſne, as of Fee-ſimple, without any limitation of Uſe, Defeazance, Mortgage or Condition, to, and for the only uſe of the ſaid *M.* and his Heirs for ever. And that he the ſaid *M. B.* hath good Right, and lawful Power and Authority, to give, grant, demiſe, and aſſure all the ſaid Garden, and Garden-ground, and all and every other the Premiſſes above demiſed to the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, in manner and form aforeſaid. And that the ſaid Garden and Premiſſes now are, and from henceforth from time to time, and at all times, unto the end of the ſaid term, ſhall be, and continue unto the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, free and clearly diſcharged and acquitted, or otherwiſe by the ſaid *M.* and his Heirs ſaved harmleſs, of, and from all and ſingular former Gifts, Graints, Bargains, Sales, Leaſes, Statutes, Recognizances, Annuities, Fees, Joyntures, Dowers, Entails, Fines, Amerciaments, Fines for alienation, and Licence of alienation, Intruſions, and other Eſtates, Titles, and Incumbrances whatſoever, had, made, done, or ſuffered by the ſaid *M. B.* or Sir *M. B.* Knight, his Father deceaſed, or *T. B.* his Brother, Son and Heir of the ſaid Sir *M.* or by any other perſon or perſons, claiming or having any Eſtate, Title or Intereſt, in or to the ſaid Garden, or any other the Premiſſes, by, from, or under the ſaid *M. B.* and Sir *M. B.* Knight, and *T. B.* or any of them. (The chief Rents from henceforth to be due to the chief Lord, or Lords of the Fee): And one Leaſe made and granted of the ſaid Garden, by the ſaid Sir *M. B.* to *A. B.* by Indenture bearing date, &c. (only except and foreprized.) And moreover, the ſaid *M.* Covenanteth, &c. That he the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, from henceforth unto the end of all the ſaid term of 1000 years, ſhall or lawfully may not only have, hold, occupy, and poſſeſs all the ſaid Garden, & Garden-ground, and all and every other the above demiſed Premiſſes: But alſo ſhall or may lawfully have, take, perceive, receive, and enjoy all the Iſſues, Profits, Rents, Revenues, and Commodities thereof, and of every part and parcel thereof, without any lett, moleſtation, interruption, or reſiſtance of or by the ſaid *M. B.* or his Heirs, or of, or by any other perſon or perſons, which ſhall have or make any Title in or to the ſaid Garden and Premiſſes, or any part thereof, by, from, or under the ſaid Sir *M. B.* Knight, *T. B.* and *M. B.* or by, from, or under them, or any of them, or by, or through any Act or Acts, Thing or Things, done, or occaſioned by them, or any of them, the ſaid former Leaſe made to the ſaid *A.* by Indenture, as is aforeſaid, only except. And further, that if at any time hereafter, the ſaid *W. W.* or his Heirs, ſhall

Covenant for Seiſure in Fee.

And power to aſſure the Premiſſes.

Diſcharge of Incumbrances.

Except a Leaſe.

For enjoyance.

ſhall require the ſaid *M. B.* or his Heirs, to convey and aſſure the ſaid Garden and Garden-ground, and all other the above demiſed Premiſſes, with their Appurtenances unto the ſaid *W.* or to his Heirs, or to any other perſon or perſons, or their Heirs in Fee-ſimple, that then, upon ſuch requeſt made, the ſaid *M.B.* and his Heirs, at the Coſts and Charges in the Law of the ſaid *W.* or of his Heirs, ſhall make, do, knowledg, and finiſh and ſuffer to be done, all and every ſuch Act and Acts, Conveyance and Conveyances, Aſſurance and Aſſurances, for the conveyance and aſſurance in the Law of all the ſaid Garden, and Garden-ground, and other the above demiſed Premiſſes in Fee-ſimple to the ſaid *W.* and his Heirs, or to any other perſon or perſons, and their Heirs, therefore to be named by the ſaid *W. W.* or his Heirs, or to ſuch Uſe or Uſes, and in ſuch manner and form, as by the ſaid *W.* or his Heirs, or by his or their Learned Council, ſhall be lawfully and reaſonably deviſed and appointed, ſo as it be with warranty only of the ſaid *M. B.* and of his Heirs, againſt him and them, and his and their Heirs, and no further. And that then at the time of ſuch Conveyance and Aſſurance making thereof, the ſaid Garden and Premiſſes ſhall be, and from henceforth continue, clear and free from all former Grants, Bargains, Sales, and Incumbrances whatſoever, made, done, or ſuffered, or to be made, done, or ſuffered by the ſaid Sir *M. B.* Knight, *M. B.* and *T. B.* or any of them, or by any other perſon or perſons, by or under their Eſtate, or Eſtate of any of them, this preſent Leaſe, and the other former Leaſe above ſpecified and excepted, only excepted and forepriſed. In Witneſs, &c.

A Leaſe of Land for 500 *years for Aſſurance of payment of a Sum of Money, with Covenants for Atturnment of the Tenants of the Premiſſes, and for the aſſuring of Land to the Leſſee and his Heirs for ever, and Requeſt if breach of payment be made, &c. A Leaſe deviſed to avoid Bargain, Livery, and Enrolling, &c.*

This Indenture, &c. Between the Right Honourable *H.* Earl of *H.* Lord *H.* &c. on the one part, and *H. B.H.* of, &c. on the other part, Witneſſeth, That the ſaid Earl for, & in conſideration of the ſum of 2650 l. of, &c. whereof, &c. hath Demiſed, &c. all and ſingular thoſe Mannors of *S. M. H. C.* and *H.* in the County of *S.* with all and ſingular their Appurtenances whatſoever, and all and ſingular thoſe Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances in the ſaid County of *S.* commonly called or known by the ſeveral names of *S. M. H. C.* and *H.* and all and ſingular Lands, Tenements, Rents, Reverſions, Services, Profits and other Hereditaments to the ſaid Mannors and Lordſhips, and other the Premiſſes, or to any of them belonging, or in any wiſe appertaining, or occupied, uſed, demiſed, or Leaſed, as part, parcel, or member of the ſame, or

any

any of them, or reputed, taken, counted, or known as any parcel, or member of them, or any of them, and all and ſingular other Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid Earl, with their Appurtenances, ſituate, lying, being, coming, growing, or renewing, of or in the Towns, Pariſhes, Hamlets and Fields of *S. M. H. C.* and *H.* in the ſaid County of *S.* and the Reverſion and Reverſions of all and ſingular the Premiſſes; and all and ſingular Rents and Profits whatſoever, incident unto the ſame Reverſion and Reverſions; **To have and to hold**, &c. unto the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe Preſents, unto the end and term, and for and during all the term of 500 years, from thence, &c. and fully to be compleat and ended, under the condition hereafter in theſe preſents mentioned and declared. *Habend.*

Owner in Fee. And the ſaid Earl for himſelf, his Heirs, Executors, &c. doth Covenant, &c. in form, &c. That he the ſaid Earl, now is the very true, ſole, and lawful Owner of the Fee and Inheritance of all and ſingular the Premiſſes, and thereof, and of every part thereof now is, and ſtandeth ſolely and lawfully ſeiſed, of a good, ſure, perfect, and abſolute Eſtate in the Law in Fee-ſimple, to the only uſe of the ſaid Earl, and of his Heirs and Aſſigns, for ever, abſolutely without any Defeazance, Condition, or Mortgage, and that of ſuch Eſtate, he the ſaid Earl hath good right, and lawful authority, to Grant, Leaſe and Demiſe all and ſingular the Premiſſes, with their Appurtenances to the ſaid *H. B.* his Executors, Adminiſtrators, and Aſſigns, in manner and form aforeſaid. And that all and ſingular the ſame Premiſſes, at the enſealing and delivery of theſe Preſents, are, and at all times hereafter, for and during the ſaid term of, &c. under the condition hereafter in theſe preſents expreſſed, ſhall be diſcharged, acquitted, or otherwiſe by the ſaid Earl, his Heirs, Executors or Adminiſtrators, at all times, as well and ſufficiently ſaved harmleſs of, and from all and ſingular former Bargains, Sales, Leaſes, Grants, Statutes, Recognizances, Eſtates, Titles, Charges, and Incumbrances whatſoever, the chief Rents and Services, &c. and all Leaſes not exceeding three Lives, or 21 years, and all Eſtates by Copy of Court-Roll made by the ſaid Earl of the ſaid Mannors, Lordſhips, and other the Premiſſes, or any part thereof, whereupon the old uſual yearly Rents, or more are reſerved, yearly to be paid, during the ſaid Leaſes and Eſtates, only except and forepriſed. *Authority to Lett.* *Diſcharge of Incumbrances.*

Enjoyance. **And alſo**, that he the ſaid *H. B.* his Executors and Aſſigns, during all the ſaid term of, &c. upon and under the Condition aforeſaid, ſhall, or may have, hold, occupy, and enjoy all the ſaid Mannors, &c. and all and ſingular other the Premiſſes, and the Rents, Iſſues, and Profits thereof to their own uſe, ſhall or may lawfully perceive, receive, and take without any Lett or Interruption of any other perſon or perſons whatſoever, except before excepted. *Yearly Rent.* **And further**, that the Premiſſes by theſe Preſents, mentioned to be demiſed, now are, and from henceforth, for, and during all the ſaid term of, &c. ſhall or may continue, remain, and be to the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, under the Condition aforeſaid, of the full and clear yearly value of 70 l. of, &c. or above, over and beyond all Charges whatſoever. *Proviſo.* **Provided alwayes**, That if the ſaid Earl, his Heirs, Executors, &c. do pay, &c. to the ſaid *H. B.* &c. at the Houſe,

&c.

the ſum of 2650 l. of, &c. in manner and form, &c. That is to ſay, on the 25th of *Auguſt*, &c. next, &c. 1050 thereof (and ever after 400 l. till the whole be paid), That then, and from thenceforth theſe preſents, and the Leaſe, Demiſe, and Grant thereby made of all and ſingular the ſaid Premiſſes, and all the Covenants therein contained, and all Bonds and Statutes, made, or to be made, for, or concerning the performance of the Covenants herein contained, or any of them, ſhall be utterly void, and of none effect. And then alſo, and from thenceforth it ſhall and may be lawful to and for the ſaid *E.* his Heirs, &c. to re-enter, &c. and the ſame to have again, &c. as in his and their former eſtate. Theſe Preſents, &c. And the ſaid Earl Covenanteth, &c. That he the ſaid Earl, within the ſpace of ſeven months, next enſuing the date hereof, ſhall and will procure and cauſe, that all and every the Tenants, Farmers and Occupiers, of all and ſingular the ſaid Manners and Lordſhips, and other the Premiſſes, with their Appurtenances, and of every, or any part thereof, do, and ſhall every of them, for his particular Eſtate, attorn and become Tenants upon this Demiſe, and a Leaſe unto the ſaid *H. B.* his Executors or Aſſigns, under the Condition aforeſaid, for payment of their ſeveral Rents therefore unto the ſaid *H. B.* his Executors and Aſſigns; and alſo that if Default be made of, or in payment of the ſaid Sum of, &c. or any part thereof, to the ſaid *H. B.* his Executors or Adminiſtrators, contrary to the form aforeſaid, that then at all times, during three years next after ſuch Default made, the ſaid Earl, and the Right Honourable Counteſs *K.* now his Wife, and all and every other perſon and perſons, having or lawfully claiming any Eſtate in the Premiſſes, or any part thereof, by, from, or under the ſaid Earl, or any of his Anceſtors (other then only ſuch Leaſers and Copy-holders as aforeſaid, for their Eſtates and Intereſts before excepted) at, and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law only of the ſaid *H.* his Executors or Aſſigns, ſhall and will do, make, knowledg, and ſuffer and cauſe, &c. all and every ſuch lawful and reaſonable Act and Acts, Thing and Things in the law, either for the further and better confirmation and aſſurance of this preſent Demiſe and Leaſe, or elſe for the clear and abſolute conveying of the Fee and Inheritance of all and ſingular the Premiſſes, with their Appurtenances, to the ſaid *H. B.* his Heirs and Aſſigns for ever abſolutely without any condition, as by the ſaid *H.* his Heirs or Aſſigns, or his or their Counſel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed. Nevertheleſs, the ſaid Earl, or any other perſon, to make any ſuch Aſſurance or Conveyance, ſhall not be required or compelled for the making thereof to travel above three miles diſtance from the place, where they ſo required ſhall be, when ſuch Requeſt to them ſhall be made. In Witneſs, &c.

Tenants to attorn.

A Leaſe of a Wind-Mill.

THis Indenture made, &c. Between *H. E.* of *M.* of the one part, and *T. P.* of *K.* in the County of *H.* Yeoman, of the other part, Witneſſeth, That the ſaid *H.E.* as well for and in conſideration of the yearly Rent hereafter in and by theſe Preſents reſerved, as for divers other good cauſes and conſiderations, the ſaid *E.* thereunto eſpecially moving, hath demiſed, granted, ſet, and to Farm letten, and by theſe preſents doth demiſe, grant, ſet, and to Farm let unto the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, all that piece and parcel of ground, lying and being in *N.* Field, within the Pariſh of *K.* aforeſaid. And all that the Mill, called *K.* or *N.* Wind-Mill, ſituate, ſtanding or being in or upon the ſaid piece or parcel of ground, together with all and all manner of going and running Geers, belonging and uſed to and with the ſame Mill. And alſo all and all manner of other Goods and Chattels, Utenſils, Implements, and Tools whatſoever, of his the ſaid *H. E.* now ſtanding, remaining, or being, of, in, or upon the ſame piece or parcel of ground, or within or upon the ſame Wind-Mill: All which now are more particularly ſet down and expreſſed in a Schedule indented, to theſe Preſents annexed: Together with all ways, paſſages, and common uſe of paſſing to and from the ſaid Wind-Mill, heretofore uſually accuſtomed and enjoyed, with all and every the Appurtenances, To have and to hold the ſaid piece and parcel of Ground, Wind-mill, and all and ſingular the before-mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, from, &c. for and during, and until the full end and term of, &c. from thence next enſuing, and fully to be compleat, finiſhed, and ended, yielding and paying therefore yearly, during the ſaid term, unto the ſaid *H. E.* his Heirs and Aſſigns, the ſum of, &c. of good and lawful money of *England*, at the, &c. by even and equal portions. And if it ſhall happen the ſaid yearly Rent of, &c. to be behind or unpaid, in part, or in all, by the ſpace of, &c. days next after any of the ſaid Feaſt-days of payment, wherein the ſame ought to be paid as aforeſaid, being lawfully demanded, that then it ſhall and may be lawful to and for the ſaid *H.E.* his Heirs & Aſſigns, into the ſaid piece or parcel of Ground and Wind-Mill, and other the Premiſſes, to enter and diſtrain, and the Diſtreſs and Diſtreſſes ſo had and taken, to bear and carry away, and the ſame to with-hold and keep, until the ſaid *H. E.* his Heirs and Aſſigns, ſhall of the ſame Rent, and of every part and parcel thereof, with the Arrearages thereof (if any happen to be) be fully ſatisfied, contented, and paid. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will at all times needful, during the ſaid term, grind

Conſideration. Demiſe.

Habend.

Covenant of Diſtreſs.

Leſſee to grind for the Leſſor all ſuch Grain as he ſhall uſe for his Family.

grind to and for the said *H. E.* his Houshold and Family, all such Grain of Wheat, Rye, and Barley, as shall be by the Servants or Assigns of the said *H. E.* brought to the said Mill, and spent for the convenient maintenance of him the said *H.E.* his Houshold and Family, if the said *H.E.* &c. shall so long dwell and inhabit in *K.* aforesaid, and the same Grain shall grind without any delay, and so soon as the same may be conveniently ground by the said Wind-Mill, and that without claiming or taking any manner of Toll or Custom for the same, the Grist of Grain not exceeding six Bushels weekly. And the said *T. P.* for himself, his Executors, Administrators, and Assigns, doth covenant, promise, and grant, to and with the said *H. E.* his Heirs and Assigns, by these presents, That he the said *T. P.* and his Assigns, shall and will, for and during all the aforesaid term, at all times, when and as often as need shall require, at his and their own proper costs and charges, well and sufficiently amend, maintain, and keep in repair, the said Wind-Mill, and every part thereof, with all manner of needful and necessary Reparations, the said *H.E.* his Heirs and Assigns, finding, providing, and allowing, all such, and so much greater Timber, as shall be meet and convenient for the upholding, repairing, and amending of the same Mill. As also bringing the said Timber to the said Mill, at all times when need shall be, for amending of the same. All which the said *H.E.* his Heirs and Assigns, do covenant and grant, to and with the said *T. P.* his Heirs and Assigns, to do, fulfil, and perform. And the said *H. E.* for himself, his Heirs, Executors, Administrators, and Assigns, doth covenant, promise, and grant, to and with the said *T.P.* his Executors, Administrators, and Assigns, and every of them, by these presents, That if it shall fortune at any time within the said term (which God forbid) that the said Wind-Mill, by violence of Weather or Tempest, to be overthrown, or by any other casualty to perish; And that not by the careleness or negligence of the said *T. P.* his Executors or Assigns, that then the said *H.E.* his Heirs or Assigns, shall and will at his and their own proper costs and charges, within, &c. next after such overthrow, or other casualty, erect, re-edifie, and build again the said Wind-Mill, and place the same within the said compass of the same ground whereon it now standeth, to the use of the said *T. P.* his Executors and Assigns. And the said *T.P.* for him, his Executors, Administrators, and Assigns, doth covenant, promise, and grant, to and with the said *H.E.* his Heirs and Assigns, by these presents, That if it shall fortune the said Wind-Mill, by violence of Weather, or otherwise to be overthrown or perish, and that by the negligence and careleness of the said *T.P.* his Executors or Assigns, that then the said *T. P.* his Executors, Administrators, and Assigns, shall and will, before the end of, &c. next after such overthrow, or other casualty, erect, re-edifie, and build again the said Wind-Mill, and place the same where now it standeth, at his and their own proper costs and charges, he the said *H. E.* finding, providing, and allowing such and so much Timber, of all sorts needful, as will serve for the re-edifying and building the same again, the said *T. P.* being allowed all the Chips, and of all Wood thereof, for and towards his charge of the same. And further, That he the said *T. P.* his Executors, Administrators, and Assigns, shall and will, at the end of the said term of years hereby

If he inhabit so long at K.

Without Toll, it not exceeding 6 Bushels weekly.

Lessee to repair at his own charge.

H.E. *Providing great Timber when need shall require, and bring the same to the Mill.*

If the said Mill be overthrown, and not by the negligence of the Lessee, then the Lessor at his cost and charge, within, &c. *to erect, re-edifie and build up again on the same ground.*

If through the Lessees negligence, then he or his Executors to do as above-said, H. E. *allowing Timber.*

T. P. *Lessee allowed Chips for and towards the charge.*

Lessee to leave in good reparation at the end of the term.

With all the Tools, and going or running Geers, of ſo good value as now valued at as by a Schedule, as ſhall be adjudged meet by two indifferent perſons, and what they are worſe, the Leſſee to pay to the Leſſor. If better, the Leſſor to pay the Leſſee accordingly.

hereby granted, leave and yield up the ſaid Wind-Mill in good and ſufficient repair, together with ſuch Implements, Utenſils, Tools, and going or running Geers, belonging to or uſed with the ſame Mill, and of ſo good value and price, as they be now valued at, as appeareth in the Schedule to theſe Preſents annexed, as ſhall be adjudged meet, by the judgment of two indifferent men to be choſen by the ſaid parties, equally to view and value the ſame. **Provided always**, and it is nevertheleſs covenanted, granted, condeſcended, and agreed, by and between the ſaid parties to theſe preſents, that if it ſhall happen the ſaid Implements, Utenſils, Tools, or running Geers, in the ſaid Schedule expreſſed, not to be found by the ſaid two men to be of ſo good value at the end of the ſaid term, as they now are rated at, that then he the ſaid *T. P.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will content and pay unto the ſaid *H. E.* his Heirs or Aſſigns, ſo much lawful money, as the ſaid Implements, Utenſils, Tools, and running Geers, ſhall be leſs worth, then they are in the ſaid Schedule valued: or if it ſhall happen the ſaid Implements, Utenſils, Tools, or running Geers, to be found by the ſaid two men, to be of better value, then they are now expreſſed in the ſaid Schedule to be of, that then the ſaid *H. E.* his Heirs or Aſſigns, ſhall and will content and pay unto the ſaid *T. P.* his Executors or Aſſigns, ſo much lawful money, as the ſame Goods ſhall be better worth by the judgment of the ſame two men. **And** the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, that he the ſaid *T. P.* his Executors, Adminiſtrators, nor Aſſigns, ſhall or will demiſe, let, or ſet the ſaid piece of Ground or Wind-Mill, or any part thereof, to any perſon or perſons, during the ſaid term, without the conſent of the ſaid *H. E.* his Heirs or Aſſigns, firſt had and obtained in writing. **And** the ſaid *H. E.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may, at all times hereafter, and from time to time, during the ſaid term, for and under the yearly Rent, Covenants, Reſervations, and Agreements above ſpecified, peaceably and quietly, have, hold, occupy, poſſeſs, and enjoy the ſaid piece or parcel of Ground, Wind-Mill, and other the above demiſed Premiſſes, with their and every of their Appurtenances, without any lawful let, trouble, denial, expulſion, eviction, incumbrance, or interruption, of, or by the ſaid *H. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming from, by, or under him, them, or any of them. **In Witneſs**, &c.

Leſſee not to let the Ground without the conſent of the Leſſor, his, &c. firſt obtained in writing.

For quiet enjoying under the yearly Rents, Covenants, &c. without interruption of the Leſſor his, &c. or by, or under him, them, or any of them.

A Leaſe of a Houſe in London, *by a man and his Wife, who have two parts thereof in the Wifes Right during her life, and by the ſon of the Woman, who hath the third part thereof in Fee, and the Reverſion of the other two parts, after the Womans deceaſe.*

THis Indenture, *Tripartite* made, &c. Between *R.S.* of *A.* in the County of *H.* Gent. and *C.* now his Wife, and late the Wife of *E. J.* late of *A.* aforeſaid Eſq; deceaſed, on the firſt part, and *B. J.* of *A.* aforeſaid Gent. Son and Heir apparent of the ſaid *E. J.* on the ſecond part, and *J.P.* Cit. and *J.* of *J.* on the third part, Witneſſeth, That whereas the ſaid *R. S.* and *C.* his Wife, are lawfully ſeized in their Demeſne as of Free-hold, in the Right of the ſaid *C.* for and during the natural life of the ſaid *C.* of and in two parts, in three parts to be divided, of all that Meſſuage or Tenement, with the Appurtenances ſometies called or known by the name of *O.* houſe, late in the Tenure of, &c. and now in the Tenure of the ſaid *J.P.* or his Aſſigns, ſituate, &c. in *T.* ſtreet, on the North-ſide of the ſame ſtreet, againſt the Capital Manſion-houſe called *B.* Caſtle, in the Pariſh of St. *B. alias B.* nigh unto *P.* Wharf, within the City of *L.* and of all Shops, Cellars, Chambers, Rooms, Yards, Gardens, Back-ſides, and other Commodities and Appurtenances whatſoever, to and with the ſaid Meſſuage or Tenement, now or heretofore uſed, demiſed, let, ſet, occupied, and belonging, or in any wiſe appertaining, which ſaid Meſſuage, or Tenement, with the Appurtenances ſometime called, &c. doth abut, &c. And where alſo the ſaid *B. J.* is lawfully ſeized in his Demeſne as of Fee, of, and in the third part of the ſaid Meſſuage or Tenement, with the Appurtenances, ſometime called, &c. and of all Shops, &c. And is alſo ſeized as of Fee and Right, of and in the Reverſion or Remainder of the ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances, ſometime called or known by the name of, &c. and of all other the Premiſſes, with their Appurtenances, immediately after the Death and Deceaſe of the ſaid *C. S.* his Mother. Now the ſaid *R. S.* and *C.* his Wife, for and in conſideration of the Sum of 100 l. of, &c. to them in hand, &c. whereof, &c. have demiſed, &c. and by theſe preſents do demiſe, &c. unto the ſaid *J.P.* all thoſe their ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances ſometime called, &c. And of all and ſingular Shops, &c. To have and to hold the ſaid two parts in three parts, to be divided of the ſaid Meſſuage or Tenement, with the Appurtenances, and of all the ſaid Shops &c. to the ſaid *J.P.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt of the Birth, &c. laſt paſt, &c. unto the end and term of 21 years from thence, &c. and fully to be compleat and ended, if the ſaid *C.* ſhall happen ſo long to live, yielding and paying therefore yearly to the ſaid *R.* and *C.* and to the ſaid *C.* if ſhe happen to ſurvive the ſaid *R.* during ſo

Recital of the Husband and Wives Free-hold Eſtate in two parts.

Recital of the ſons ſeiſure in Fee of the third part preſently, and of the two parts in Reverſion after the Womans deceaſe.

Demiſe by the Man and Wife of their two parts for 21. years, if the Woman ſo long live.

Reddend.

many years of the ſaid term of 21 years, as ſhe the ſaid *C.* ſhall happen to live, 53 *s.* 4 *d.* of &c. at four Feaſts, &c. by even portions. And the ſaid *J.* for and in conſideration of the Sum of &c. whereof &c. hath &c. and by theſe preſents doth &c. unto the ſaid *J. P.* all that his third part of the ſaid Meſſuage or Tenement, with the Appurtenances, and of all and ſingular other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, of the ſaid two parts of the ſame Meſſuage or Tenement, and of all and ſingular other the Premiſſes, with their Appurtenances, before by theſe preſents mentioned, to be by the ſaid *R.* and *C.* demiſed to the ſaid *J. P.* To have and to hold the ſaid third part of the Meſſuage or Tenement, with the Appurtenances, and of all and ſingular other the Premiſſes, with their Appurtenances, to the ſaid *J. P.* his Executors &c. from the Feaſt of the Birth, &c. laſt &c. unto the end and term of 21 years from thence, &c. and fully to be compleat and ended. And to have and to hold the ſaid Reverſion and Reverſions, Remainder and Remainders of the ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances, and of all and every other the Premiſſes, with their Appurtenances, unto the ſaid *J. P.* his Executors, &c. immediately after the death of the ſaid *C.* until the end and term of the ſaid 21 years next enſuing from the Feaſt of the Birth &c. laſt &c. yielding and paying therefore yearly to the ſaid *B. J.* his Heirs and Aſſigns, during the life of the ſaid *C.* 26 *s.* 8 *d.* of &c. at four Feaſts &c. and yielding and paying for the ſaid Meſſuage or Tenement, and other the Premiſſes, from and after the deceaſe of the ſaid *C.* to the ſaid *B.* his Heirs and Aſſigns, during the then reſidue of the ſaid term of 21 years, the yearly Rent of 4 *l.* of &c. at the ſaid four Feaſts &c. And alſo the ſaid *R. S. C.* his wife, and *B. J.* do by theſe preſents demiſe &c. unto the ſaid *J. P.* all and ſingular the Implements, Utenſils, Furniture, and Neceſſaries whatſoever, remaining in the Premiſſes, and mentioned and expreſſed in a Schedule indented to theſe preſents annexed. To have and to hold all the ſaid Implements &c. to the ſaid *J.* his Executors, &c. from the Feaſt &c. laſt &c. unto the end and term of 21 years, from thence &c. And if it ſhall happen the ſaid yearly Rent of 53 *s.* 4 *d.* reſerved and agreed, in and by theſe preſents, to be paid to the ſaid *R.* and *C.* his wife, during the life of the ſaid *C.* or the yearly Rent of 26 *s.* 8 *d.* reſerved and agreed to be paid to the ſaid *B.* his Heirs and Aſſigns during the life of the ſame *C.* or the ſaid yearly Rent of 4 *l.* reſerved to be paid to the ſaid *B.* if it happen the ſaid *C.* to dye, during the ſaid term of 21 years, to be behind and unpaid, in part or in all, by the ſpace of 14 days next after any of the ſaid Feaſts or Terms of Payment, wherein it ought to be paid, being lawfully demanded by the ſaid *R.* and *C.* and *B. J.* or his Heirs, or any of them, by the Aſſignee or Aſſignees of them, or of either or any of them, that then it ſhall be lawful to and for the ſaid *R. S.* and *C.* his wife, or their Aſſigns, and to and for the ſaid *B. J.* his Heirs and Aſſigns, or for ſuch of them as ſhall have lawful Right, and Authority, to demand, have, take, and receive the ſaid Rents, or any of them, or any part or parcel of them, or any of them which ſhall be left unpaid, by the ſpace of fourteen days, after any of the ſaid Feaſts or terms of payment thereof, into the ſaid Meſſuage or Tenement, and all and ſingular other

Demiſe by the ſon of a third part, and the Reverſion of the other two parts.

Habend the third Part for 21 years.

Habend. the reverſion of the two parts after the womans deceaſe, for the reſidue of the 21 years.

Reddend. &c. And Reddend.

Demiſe by the man, his wife, and the ſon, of the Implements.

For non-payment.

For entrance upon the Premiſſes to diſtrain.

other the Premiſſes, by theſe preſents demiſed, to enter and diſtrain, and the Diſtreſſes ſo there taken, from thence lawfully to bear, lead, drive, and carry away: And the ſame to detain and keep, until the ſaid yearly Rent and Rents ſo being behind unpaid, with the Arrearages thereof, if any ſuch ſhall be, unto the ſaid *R.S.* and *C.* his wife, or their Aſſigns, and the ſaid *B.* his Heirs or Aſſigns, or to ſuch of them, as ſhall have lawful Right and Authority, to have, take, demand, and receive the ſame, as aforeſaid, ſhall be fully ſatisfied, contented, and paid. *Covenant touching Reparations.* And the ſaid *I.P.* for him, &c. doth covenant, &c. to and with the ſaid *R.* and *C.* his wife, and their Aſſigns, and to and with the ſaid *B.I.* his Heirs and Aſſigns, and to and with every of them ſeverally, by theſe Preſents, that he the ſaid *I.P.* his Executors and Aſſigns, at his and their own proper coſts and charges, all the the ſaid Meſſuages or Tenements, with the Appurtenances, by theſe preſents, demiſed, in and by all things, well and ſufficiently ſhall repair, ſuſtain, ſupport, and maintain, and againſt Wind and Rain ſhall make defenſible, as often and when as need ſhall require, during the ſaid term, or upon ſuch warning, and within ſuch ſpace after warning, as is hereafter mentioned in theſe preſents, and all the Privies or Widraughts, to the ſaid demiſed Premiſſes belonging, ſhall cauſe to be purged, cleanſed, and made clean, and all the Pavements, as well of the ſaid demiſed Meſſuage or Tenement, as alſo in the Street to the ſame Tenement belonging, ſhall cauſe to be paved, repaired, and amended, as often as need ſhall require, during the ſaid term, or within ſuch ſpace, after warning, as hereafter is limited and mentioned. And alſo, The ſaid *I. P.* covenanteth, &c. *ut antea*, that it ſhall be lawful to and for the ſaid *R.* and *C.* and either of them, or their Aſſigns, or the Aſſignees or Aſſigns of either of them, and to and for the ſaid *B. I.* his Heirs and Aſſigns, twice in the year, every year yearly during the ſaid term, at their liberty and pleaſure, to enter into all the ſaid parts of the ſaid Meſſuages or Tenements, with the Appurtenances, by theſe preſents demiſed, and there to view and ſearch what Reparations ſhall be needful to be made and done, and that if, and as often as any default or lack of needful Reparations ſhall there happen to be found, that then, and ſo often from time to time the ſaid *I. P.* his Executors, Adminiſtrators, or Aſſigns, at his or their own Coſts and Charges, within one half year next after monition or warning thereof, to him or them given by the ſaid *R.* and *C.* his Wife, or by either of them, or by their or either of their Aſſigns, or by the ſaid *B.* his Heirs or Aſſigns, or by any of them, ſhall and will repair, new make, and mend all and every the ſame defaults, or lacks of needful Reparations, without fraud or covin, and in the end of the ſaid term, the ſaid Meſſuage or Tenement, or other the Premiſſes, well and ſufficiently repaired, amended, cleanſed, ſcoured and paved, ſhall leave, and yield up to the ſaid *R. C.* and *B.* and to the Heirs and Aſſigns of the ſaid *B.* *View for Reparations.* And the ſaid *R. S.* for himſelf, and the ſaid *C.* his Wife, and either of them, and the Executors and Aſſigns of them, and of either of them, Covenanteth with the Tenant, &c. That they the ſaid *R.* and *C.* and their Aſſigns, and the Aſſigns of either of them, at their own proper Coſts and Charges, ſhall bear and pay two parts, in three parts to be divided, of all manner of chief Rents, and quit-rents due, to be due, *The Lords to pay quit-rent.*

born or paid, by reaſon of the ſaid Meſſuage or Tenement, or of any part thereof, if any ſuch be; and of, and for the ſame two parts thereof, ſhall clearly acquit and diſcharge as well the ſaid *I.* his Executors and Aſſigns, as all and ſingular the Premiſſes, from time to time, and at all times, during the ſaid term of twenty one years, if the ſaid *C.* ſhall happen ſo long to live. And the ſaid *B.* for him, &c. covenanteth with the ſaid Tenant, &c. that he the ſaid *B.* his Heirs and Aſſigns, at his and their own proper coſts and charges, ſhall bear and pay the other third part of all the ſaid chief Rents and Quit-rents due, or to be due, born, or paid, out of, for, or by reaſon of the ſaid Meſſuage or Tenement, and other the Premiſſes, or any part or parcel of the ſame, if any ſuch be; and if the ſame third part thereof ſhall acquit, &c. the ſaid *I.* &c. during, &c. if the ſaid *C.* ſhall ſo long live; and if the ſaid *C.* ſhall depart this preſent life, before the end of the ſaid twenty one years, that then, and from thenceforth the ſaid *B.* his Heirs and Aſſigns, at his and their own proper coſts and charges, ſhall bear and pay all manner of chief and quit-rents due, or to be due, born, or paid, out, for, or by reaſon of the Premiſſes, or any part thereof, if any ſuch be, and thereof ſhall clearly acquit, &c. as well the ſaid *I.* his Executors and Aſſigns, as all and ſingular the ſaid Premiſſes from time to time, during all the reſidue of the ſaid term of twenty one years; and if it happen the Rents, &c. to be unpaid by the ſpace of a quarter of a year, after any Feaſt or Term of payment thereof aforeſaid, in which it ought to be paid, being lawfully asked, and no ſufficient Diſtreſs for the ſame can be found within the ſaid demiſed Premiſſes, that then a Re-entry, &c. and an expulſion of the Tenant. And the ſaid *R. S.* for himſelf, and the ſaid *C.* covenanteth with the Tenant, &c. that he the ſaid *I.* his Executors, Adminiſtrators, and Aſſigns, paying the ſeveral Rents aforeſaid, at ſuch days and times, and in ſuch manner and form, as the ſame are reſerved, limited, or agreed, to be paid and performed, all and every the Covenants, Grants, and Agreements, contained and mentioned in theſe Preſents, which on his or their part or behalf are to be performed, ſhall or may peaceably and quietly have, hold, occupy, and enjoy all the ſaid two parts, of all and ſingular the Premiſſes, with the Appurtenances, for and during all the ſaid term of fourty one years, if the ſaid *C.* ſhall ſo long live, without lett, interruption, or diſturbance of the ſaid *R.* and *C.* or either of them, or of the Aſſignee or Aſſignees, of them, or of either of them, and without any lawful lett, &c. of any other perſon or perſons whatſoever. And the ſaid *B. I.* covenanteth with the ſaid Tenant, &c. that he the ſaid *I.* paying the ſeveral Rents aforeſaid, at ſuch days, &c. ſhall or may peaceably enjoy, &c. the ſaid third part of all and ſingular the Premiſſes, with their Appurtenances, and Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, with their Appurtenances, for, and during the ſaid term of, &c. next enſuing from the Feaſt, &c. without any lett, &c. general warranty, &c. In Witneſs, &c.

For re-entrance, in caſe of no diſtreſs to be found.

Warranty by the man and woman.

Warranty by the Sir.

A Leaſe made, to the intent the Leſſee, with the Rents and Profits of the Land, ſhall pay the Leſſors Debts.

THis Indenture, &c. Between, &c. Witneſſeth, That whereas the ſaid *J. M.* is now lawfully ſeiſed in Fee, of, and in one Meſſuage, with the Appurtenances, ſituate,&c. of the yearly value of 25 l. of lawful,&c. and alſo of, and in one Meſſuage, with the Appurtenances, ſituate,&c. of the yearly value of 26 s. one of which ſaid Meſſuages, with the Appurtenances, *E.* now wife of the ſaid *W. S.* hath for her Dower for the term of her life, at the yearly Rent of 8 l. 7 s. of like lawful money as aforeſaid; and alſo whereas the ſaid *J. M.* is indebted, and doth owe unto divers perſons the ſum of 178 l. 6 s. the particulars whereof are expreſſed in one Schedule annexed to theſe preſents, which ſum the ſaid *J.* is not able preſently to pay, and yet minding faithfully that the ſame ſhall be paid with ſuch ſpeed as he conveniently may, therefore, for and in conſideration the ſaid *W. S.* hath undertaken of the Rents and Profits ariſing of the ſaid Meſſuage, and other the Premiſſes, to pay and ſatisfie the Debts aforeſaid, owing by the ſaid *J. M.* rateably to any of his Creditors, an equal part, according to their ſeveral Debts, as that ſhall be yearly raiſed of the ſaid clear yearly Profits of the Premiſſes, he the ſaid *J. M.* hath demiſed,&c. And, &c. to the ſaid *W. S.* both the ſaid Meſſuages, with their Appurtenances, and all Houſes, &c. and the Reverſion and Reverſions thereof, To have and to hold the ſaid, &c. to the ſaid *W. S.* his Heirs, Adminiſtrators and Aſſigns, from, &c. by, and during the term of eighteen years from thence, &c. yielding, &c. 21 s. at *Mich.* and our *Lady Day*, by even portions. And the ſaid *W. S.* covenanteth,&c. that he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, during all the ſaid term of years, all the Premiſſes, of, and with the ſaid Rents and Profits of the ſaid Premiſſes, ſhall and will maintain and ſuſtain, in, and, with all neceſſary Reparations whatſoever thereunto to be needful, from time to time, and that as the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall have, had, and levyed the ſum of 178 l. 6 s. 8 d. aforeſaid, upon the Premiſſes, in clear profit, beyond all Charges thereof, that then, and from thenceforth he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly account to, and with the ſaid *J. M.* his Heirs and Aſſigns, of, and for all the reſidue of the ſaid clear Profits, and therefore ſhall make due ſatisfaction to the ſaid *J. M.* his Heirs and Aſſigns, without any Fraud or Covin. And the ſaid *J. M.* covenanteth, &c. That he the ſaid *J.* to, and for his own uſe, now ſtandeth lawfully ſole ſeiſed of, and in all and ſingular the Premiſſes, of a good, perfect, pure, and abſolute Eſtate in the Law of Fee-ſimple, and that the ſaid Premiſſes are, and from henceforth ſhall continue clearly and freely acquitted, of, and from all former Bargains, Sales, Leaſes, Grants and Incumbrances, had, made, or granted by the ſaid *J. M.* And alſo, that the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may

Recital of Dower out of the ſame.

Alſo of Debts owing.

Conſideration.

Demiſe.

Habend.

Reddend.

Leſſee to keep with Reparations needful from time to time.

After levying of the Debts, in clear profit beyond all Charges to account with the Leſſor without Fraud.

Leſſor Covenants, that he hath power to Demiſe, and ſo ſeized that he may, and to continue ſo free of all former Sales.

Covenant to hold for 18 years, without lett or moleſtation of J. M.

may, during the ſaid term of eighteen years, hold and enjoy the ſaid, &c. according to the true meaning of theſe preſents, without any manner of lawful lett, moleſtation, or eviction to come or happen to the contrary, by the means, occaſion, or procurement of the ſaid *I. M.* in any wiſe. In Witneſs, &c.

A Leaſe of a Houſe in the Country for Life, with Covenant by the Tenant, to pay Herriots, bear Charge in the time of War, and do other Services, which for the Premiſſes formerly had been accuſtomed

THis Indenture, &c. Between *N. I.* of, &c. in the County of *D.* Eſq; on the one part, and *M. B.* Daughter of, &c. deceaſed, on the other part: Witneſſeth, That the ſaid *N.* for divers Conſiderations, &c. hath demiſed, &c. to the ſaid *M.* all that his Meſſuage or Tenement, &c. and all Lands, &c.

Demiſt.

Habend.

To have and to hold the ſaid Meſſuage or Tenement, with the Appurtenances, and all and every other the Premiſſes above demiſed to the ſaid *M.* and her Aſſigns, from the Feaſt of, &c. laſt, &c. for and during all the term of the natural life of the ſaid *M.* yielding and paying therefore yearly, during the

Reddendum.

ſaid term of the natural life of the ſaid *M.* 25 s. 4 d of, &c. in the Feaſts of, &c. And if it ſhall happen the ſaid yearly Rent of, &c. or any part thereof, to be behind or unpaid, in part, or in all, by the ſpace of one Month next after any day of payment thereof, as is aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs in and upon the Premiſſes then and there can or may be had or found, that then, and from thenceforth a Re-entry, &c. And the ſaid *M.* covenanteth, &c. That ſhe the ſaid *M.* and her Aſſigns, at her and their own proper Coſts and Charges, from time to time, and at all times, during the natural life of the ſaid *M.* the ſaid Meſſuage or Tenement, with the Appurtenances, in and with all manner of needful and neceſſary Reparations, ſhall cauſe to be repaired, maintained and amended, as often, and when as need ſhall require: And all the ſame Premiſſes, ſo being well and ſufficiently repaired, in the end of the ſaid term ſhall ſo leave and yield up. And the ſaid *M.* covenanteth, &c. That ſhe the ſaid *M.* her Executors, Adminiſtrators and Aſſigns, ſhall and will not only yield, give, and pay unto the ſaid *N.* his Heirs, Executors, or Aſſigns, her, or their beſt quick Beaſt, or the beſt of her Goods, (if there be no Beaſt) for and in the name of an Herriot, at the death and departure of every Tenant of the Premiſſes, during the ſaid term, but alſo ſhall and will yearly, from time to time, during the ſaid term, yield, do, pay, and perform to the ſaid *N.* his Heirs and Aſſigns, all ſuch Cuſtoms, Services and Duties, as the Tenants of the Premiſſes, or any of them, have heretofore been accuſtomed to yield, do, or perform for the ſaid Premiſſes, or any part thereof; and ſhall alſo from time to time, during the ſaid term, ſo often as the ſaid *N.* her Heirs or Aſſigns, ſhall be charged for the Wars of the Kings Majeſty, his Heirs or Succeſſors, bear and pay ſuch portion and

For want of Diſtreſs Re-entry.

Leſſee to Repair at her own Coſt, and to leave the ſame at the expiration of the ſaid term.

Beſt Beaſt or Herriot payable at the death of every Tenant.

Cuſtoms, Services and Duties, as hath been accuſtomed out of the ſame and ſuch charges as ſhall be on the Leſſor for the Premiſſes.

and part towards the ſame, as the Tenants of the Premiſſes heretofore have been accuſtomed to bear and pay. A Covenant for general warranty. A Letter of Attorney, to deliver poſſeſſion in.

A Leaſe of a Rectory and Parſonage for three hundred years, conditional for payment of Money, containing very good Covenants, amongſt which, one to convey the Fee in caſe of breach of payment, if the Mortgagee will.

THis Indenture, &c. Between *W.C.* of *B.* in the County of *H.* Eſq; on the one part, and *R.M.* Cit and *A.* of *L.* on the other part: Witneſſeth, *Conſideration.* That the ſaid *W.C.* for, and in conſideration of the Sum of 800 l. of, &c. whereof, &c. hath demiſed, betaken, and to farm-letten, and by theſe Preſents, &c. *Demiſe.* unto the ſaid *R.M.* all that the Parſonage, Rectory, and Church of *S.* with all and ſingular the Appurtenances, in the County of *E.* And the Advowſon, Gift, Preſentation, free Diſpoſition, and right of Patronage, of the Vicaridge of *S.* aforeſaid, and all and ſingular Meſſuages, Houſes, Edifices, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Glebe-Lands, Tythes of Corn, Grain, Hay and Wood, and all other Tythes of what kind or nature ſoever, or by what Name or Names they are called or known, Pentions, Portions, Rents, Reverſions, Services, Courts-Leets, Views of Frankpledge, Franchiſes, Goods, Waifes and Strays, Liberties and Priviledges, and all other Rights Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular their Rights, Members and Appurtenances, ſet, lying, and being, growing, coming or renewing in the Town, Field, Pariſh, or Hamlet of *S.* aforeſaid, in the ſaid County of *E.* or elſewhere in the ſame County, to the ſaid Parſonage, Rectory and Church of *S.* belonging, or in any wiſe appertaining, or as part, parcel, or member of the ſame, now lawfully accepted, reputed, taken, uſed, demiſed, or enjoyed, together with the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes, and of every part and parcel thereof: And alſo all Rents, and yearly Profits whatſoever, reſerved upon any whatſoever Demiſe or Grant, Demiſes, or Grants of the Premiſſes, or of any part or parcel thereof; To have and to hold the ſaid Parſonage, Rectory, and Church of *Habend.* *S.* Advowſon, Lands, Tenements, Hereditaments, and all, and ſingular other the Premiſſes, with their Appurtenances, above by theſe Preſents mentioned to be demiſed to the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of, &c. laſt, &c. unto the end and term of three hundred years, from thence next following, and fully to be compleat and ended, and without impeachment of, or for any manner of Waſte to be done, of, in, or upon the Premiſſes, or any part or parcel thereof, at any time from or after the twenty fourth of *December*, which ſhall be, &c. yielding and paying therefore yearly, during the ſaid term, unto the ſaid *W. C.* his Heirs and Aſſigns forty ſhillings of, &c. payable at the Feaſts of, &c. by even and

equal

equal portions. And the ſaid *W.C.* for him, &c. doth Covenant with the Leſſee in Form, &c. That is to ſay, That he the ſaid *W. C.* the day of the date of the preſents, is the very, true, lawful, and ſole owner of the ſaid Parſonage and Church of *S.* aforeſaid, and of the ſaid Advowſon, Meſſuage, Lands, Tenements, Tythes, and of, and in all and ſingular other the Premiſſes above by theſe preſents demiſed, and of every part thereof, with their Appurtenances, and thereof, and of every part thereof, now is, and ſtandeth lawfully and ſole ſeiſed of a good, perfect, and abſolute Eſtate in the Law, in Fee-ſimple, without any Condition or Mortgage. And that he the ſaid *W.* hath full power, and lawful authority to convey and aſſure all and ſingular the Premiſſes, and every part thereof, to the ſaid *R.* his Executors and Aſſigns, during the ſaid term, according to the intent and true meaning of theſe preſent Indentures; And alſo that the ſaid Rectory, Parſonage, and other the Premiſſes, above by theſe preſents mentioned to be demiſed, now are and be, and during the ſaid term of three hundred years, upon and under the Condition hereafter in theſe preſents expreſſed, ſhall be, and continue, clearly diſcharged and acquitted, or otherwiſe by the ſaid *W.* his Heirs, Executors or Adminiſtrators, or ſome of them, at, and upon a reaſonable requeſt, form time to time to be made, ſufficiently ſaved, or kept harmleſs, of, and from all former Bargains, Sales, Leaſes, Grants, Eſtates, Titles, Joyntures, Dowers, Recognizances, Statute-Merchant, and of the Staple, Condemnations, Judgments, Executions, Fines, Wills, Amerciaments, and of, and from all other Eſtates, Charges, Titles; and Incumbrances whatſoever, had, made, done, cauſed, or acknowledyed by the ſaid *W.* or by Sir *J.C.* Kt. Father of the ſaid *W.* or by any other perſon or perſons, by his or their, or any of their title, aſſent, means or procurement, or lawfully claiming, from, by, or under them, or either of them, the Rents and Services, from henceforth to be due to the Kings Majeſty, his Heirs and Succeſſors, or any of them, for the Premiſſes, or any part thereof, and one Leaſe made by the ſaid *W. C.* to one *N. T.* of, &c. parcel of the Premiſſes, whereof there is not to come above three years to be accounted from the Feaſt of, &c. next, &c. And whereupon the yearly Rent of 13 l. is reſerved, and ſhall be yearly due, and payable during the ſaid term: And alſo one Grant made to one *J. G.* of the Advowſon, Donation, and free Diſpoſition of the ſaid Vicaridge, together with certain Springs and Copices, parcel of the Premiſſes, to endure for and until the twenty fourth of *December*, &c. only foreprized and excepted. And alſo, that he the ſaid *R.* his Executors, Adminiſtrators and Aſſigns, ſhall or may, by, and during all the ſaid term of three hundred years, upon, and under the Condition hereafter in theſe preſents expreſſed, according to the intent and true meaning of theſe preſents, have, hold, occupy, and enjoy the ſaid Parſonage, Rectory, or Church of *S.* and the ſaid Advowſon, Meſſuage, Lands, &c. and every part and parcel thereof, excepting always in theſe preſents excepted, without lawful lett, or interruption of the ſaid Sir *J. C.* and *W. C.* their Heirs and Aſſigns, and every of them, without any lawful lett, &c. of all, and every other perſon or perſons whatſoever, lawfully claiming, by, from, or under the ſaid Sir *J.* and *W.* or either of them, other then ſuch perſon and perſons for the time being,

Covenant that he is lawful Owner, and hath powr to Demiſe.

To be free of all former Sales and Incumbrances.

To enjoy the ſame without interruption of any perſon, except before excepted.

being, as ſhall have, or claim to have the ſaid Eſtates and Intereſts herein before excepted, or any of them, or any part or parcel of any of them, for, and concerning the ſame Eſtates and Intereſts ſo excepted, and every of them. **Provided always**, that if the ſaid *W.* his, &c. do pay to the ſaid *R.M.* &c. the ſaid, &c. the Sum of, &c. at, &c. on the twenty fourth day of *Decem.* &c. that then, and from thenceforth theſe preſents, and every Covenant, Grant, and Article therein contained, on the part of the ſaid *W.* his Heirs, Executors and Adminiſtrators, or any of them, to be performed or kept, together with theſe preſents, Demiſe and Grant made of the Premiſſes in manner and form aforeſaid, ſhall be clearly void, fruſtrate, and of none effect. *Condition.* **And** that then, and from thenceforth after ſuch payment made, it ſhall be lawful, &c. A re-entry in Mr. *C.* &c. only without words of expelling the Tenant: Any thing to the contrary, &c. **And** the ſaid *W. C.* for him, &c. Covenanteth, That if default be made, of, or in payment of the ſaid Sum of 800 l. or any part thereof, that then, and at all times during the ſpace of three years, next after ſuch default be made, of, or in payment of the ſaid Sum of, &c. he the ſaid *W.* his Heirs and Aſſigns, and all, and every other perſon and perſons, any thing lawfully having or claiming of, in, or to the Premiſſes, or any part thereof, by, or from the ſaid *W. C.* (except only before excepted) at, and upon every reaſonable requeſt, and the coſts and charges in the Law only of the ſaid *R.* his Heirs, Executors or Aſſigns, or ſome of them, ſhall and will do, make, knowledg and ſuffer, and cauſe to be done, &c. all and every ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, either for the better confirmation, and further aſſurance of this preſent Leaſe, or elſe for the abſolute conveying and aſſuring of the Fee and Inheritance of the ſaid Rectory, &c. to be had and made ſure to the ſaid *R.* his Heirs and Aſſigns, to, and for his and their own uſe abſolutely, without any Condition, as by the ſaid *R.* his Heirs or Aſſigns, or by his or their Council Learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed and required. **And** the ſaid *R.M.* Covenanteth, &c. That he the ſaid *R.* his Executors and Adminiſtrators, ſhall and will permit and ſuffer the ſaid *W.* his Heirs and Aſſigns, to have the uſe and occupation of the Tythe-Barn and Grainers, and of the Yard to the ſame adjoyning, and of the long Hay-houſe, for, and until the twenty eighth day of *June* next coming, after the date hereof, without any Rent therefore, paying together; alſo with free ingreſs, egreſs and regreſs, into, and from the ſaid demiſed Premiſſes, and every parcel thereof only, for the repairing and amending thereof, until the ſaid twenty fourth of *D.* &c. **And** that alſo in the ſame twenty fourth day of *D.* all and ſingular the ſaid demiſed Premiſſes, with their Appurtenances, ſhall be in as good caſe and ſtate of reparations, as the ſame ſhall be at the Feaſt of *P.* next coming, after the date hereof, and that in the mean time, until the ſaid twenty fourth of *D.* &c. neither he the ſaid *R.* his Executors, Adminiſtrators nor Aſſigns, nor any of them, ſhall or will at any time, fell, cut down, or carry away, neither cauſe, or willingly ſuffer to be felled, &c. any of the Woods, Under-Woods, or Trees growing, or being in and upon the Premiſſes, or any part thereof, other then ſuch as ſhall be neceſſary and convenient to be had or taken for Houſe-boot, Hedge-

boot,

boot, and Fire-boot, to be ſpent, imployed or occupied, of, in, or upon the Premiſſes, at ſome part thereof, and not elſewhere: **In Witneſs**, &c.

Eſcrytt an fyn du trait per A. P.

You muſt levy the Fine before the enſealing hereof.

A Leaſe of Free-hold Land for lives, alſo a Letter of Attorney to ſurrender Copy-hold Land for the ſame lives, and to deliver poſſeſſion.

This Indenture, &c. Between Sir *L. D.* Kt. Cit. and Ald. of *L.* on the one part, and *I. E.* of *L.* in the County of *Y.* Gent. and *E.* his Wife, on the other part, **Witneſſeth**, That the ſaid Sir *L.* for good conſiderations him moving, hath demiſed, granted, and to Farm-letten, and by theſe preſents, &c. unto the ſaid *J.* and *E.* all and ſingular the Free-hold, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments, of the ſaid Sir *L.* within the Lordſhip and Pariſh of *L.* in the ſaid County of *Y.* now being in the tenure, manurance, or occupation of the ſaid *I.* and one *A. B.* or of their ſeveral Aſſign or Aſſigns: **And** the Reverſion and Reverſions of the Premiſſes, and all Rents, Iſſues, and Profits whatſoever, reſerved upon any former Demiſe, Leaſe, or Grant, made or granted of the Premiſſes, or any part thereof; **To have and to hold** all and ſingular the ſaid Meſſuages, &c. unto the ſaid *I.* and *E.* and their Aſſigns, from, &c. by and during all the term of the natural lives of the ſaid *I.* and *E.* **And** by and during the term of the natural life of the longer liver of them, yielding and paying therefore yearly, during the continuance of this preſent Leaſe unto the ſaid Sir *L.* his Heirs and Aſſigns 56*l.* of, &c. in the days of the Feaſts of, &c. or within the ſpace of twenty days next enſuing, after every of the ſaid Feaſt days, by even portions; and if it happen the ſaid yearly Rent of, &c. or any part thereof, to be behind and unpaid by the ſpace of twenty days, over or after any Feaſt wherein the ſame, or any part thereof ought to be paid, as is aforeſaid, it being lawfully demanded, and no ſufficient and overt Diſtreſs can or may be found in and upon the Premiſſes, or any part thereof, in Money, Corn, or Cattel, which may be lawfully had, taken, and carried away, for the ſaid Rent, that then, and from thenceforth, a Re-entry in Sir *L.* &c. and a diſpoſition of the Leaſes and their Aſſigns, &c. any thing to the contrary, &c. **And** the ſaid *I.* and *E.* for them, their Executors and Adminiſtrators, do covenant, &c. in form, &c. That they the ſaid *I.* and *E.* their Executors and Aſſigns, at their own proper Coſts and Charges, ſhall and will well and ſufficiently uphold, repair, ſuſtain, maintain, and amend all the Houſes, Edifices, and Buildings, to the ſaid demiſed Premiſſes, or to any part thereof belonging or appertaining, in, by, and

Conſideration.
Grant.
Habend.
Reddend.
If Rent be not paid, and no Diſtreſs, Re-entry from thenceforth and diſpoſition of the Leaſes and their Aſſigns, &c.
Leſſee bound to Reparations.

and with all manner of needful and neceſſary Reparations whatſoever, at all times, and from time to time, as often and when need ſhall require, during the continuance of this preſent Leaſe: And alſo at their like coſts and charges, ſhall and will well and ſubſtantially Hedge, Fence, Ditch, Scour, Cleanſe, and Amend all and every the Hedges, Fences, Ditches, and Encloſures to the Premiſſes, or any part thereof belonging, from time to time likewiſe, as often as need ſhall be, during the continuance of this ſaid Leaſe. And all and ſingular the Premiſſes in ſuch Reparations, being in the end or determination of the ſame Leaſe, ſhall and will quietly leave and yield up to the ſaid Sir *L.* his Heirs and Aſſigns. And alſo that they the ſaid *J.* and *E.* their Executors and Aſſigns, by and during ſo long time as this Leaſe ſhall endure, ſhall and will diſcharge and pay all the chief and quit-rents, and other Services and Duties hereafter to grow due to be paid and done, for and in reſpect of the ſaid Premiſſes, or any part thereof as aforeſaid: And of and for all the ſame Rents, Services, and Duties hereafter to be due, ſhall and will at all times hereafter ſufficiently ſave and keep harmleſs the ſaid Sir *L.* his Heirs and Aſſigns, and every of them. And the ſaid Sir *L. D.* for him, his Heirs and Aſſigns, and every of them, doth covenant, promiſe, and grant and with the ſaid *J. E.* and *E.* their Executors and Aſſigns, by theſe preſents, That they the ſaid *J.* and *E.* their Executors and Aſſigns, by and under the payment of the ſaid yearly Rent of &c. and performance of other the Covenants, Grants, Articles, and Agreements above expreſſed, on the behalf of the ſaid *J.* and *E.* their Executors or Aſſigns, or any of them, to be done and performed, ſhall or may, by and during the term of the natural lives of the ſaid *J.* and *E.* and the longer liver of them, have, hold, occupy, and enjoy the ſaid &c. without any let, trouble, or interruption of the ſaid Sir *L.* his Heirs or Aſſigns, and without any lawful let, &c. of any other perſon or perſons, having or lawfully claiming, or which ſhall have or lawfully claim to have any former Eſtate, Right, or Title, in or to the Premiſſes, or any part thereof, by or from the ſaid Sir *L.* In Witneſs, &c.

Leſſee bound for ſencing and ſcouring the Hedges, and quittly at the end of the term to yield up the ſame ſo repaired, and pay and diſcharge all chief and quit-rents and other Services and Duties out of the Premiſſes payable.

For quiet enjoyment.

A Letter of Attorney depending upon the Former Indenture.

TO all to whom, &c. Sir *L. D.* ſendeth Greeting, &c. Know ye, That I the ſaid Sir *L.* have made, ordained, and appointed, and by theſe Preſents do make &c. *J. L.* Gent. my true certain and lawful Attorney for me and in my ſtead and name, as well to make a lawful and ſufficient Surrender of all my Copy-hold Meſſuages, Lands, Tenements, and Hereditaments whatſoever, in the Lordſhip of *L.* in the County of *Y.* unto the uſe of *J. E.* and *E.* his wife, for and during the natural lives of the ſaid *J.* and *E.* and the longer liver of them, upon condition that the ſaid *J.* and *E.* and the Survivor of them, ſhall well and truly content and pay unto me the ſaid Sir *L. D.*

Authority.

upon condition.

L.D. mine Heirs and Aſſigns, the yearly Rent of 56 l. mentioned in an Indenture dated, &c. and perform ſuch Covenants and Agreements as in the ſame Indenture are contained, in manner and form as in the ſame Indenture is mentioned and ſpecified; As alſo for me and in my name and ſtead, to deliver quiet and peaceable Poſſeſſion and Seiſin to the ſaid *J.* and *E.* and their Aſſigns, of and in all and ſingular the Meſſuages, &c. demiſed by the ſaid Indenture, or of, or in any part or parcel thereof, in the name of the whole; to hold to them the ſaid *J.* and *E.* their Executors and Aſſigns, according to the tenor, purport, and true meaning of the ſaid Indenture; *Full Authority.* Giving and granting to my ſaid Attorney, all my whole power and authority, for the doing and executing of the Premiſſes, in as large and ample manner and form, as I my ſelf might or could do, if I were perſonally preſent, ratifying and by theſe preſents holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall do, or cauſe, &c. in or about the Premiſſes, or any matter or circumſtance thereof. **In Witneſs**, &c.

A Leaſe of a Houſe by Tenant in Tail well paſſed.

Conſideration. **THis Indenture**, Between *R. H.* Son and Heir, &c. on the one part, and *T. W.* Cit. and *S.* of *L.* on the other part, **Witneſſeth**, That the ſaid *R. H.* as well for and in conſideration of the Sum of 33 l. 6 s. 8 d. of &c. to him, &c. truly paid by the ſaid *T.W.* (of which Sum the ſaid *R. H.* acknowledgeth the Receipt by theſe Preſents,) and alſo for and in conſideration of the Sum of 60 l. of like lawful money, &c. by the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, to be paid to the ſaid *R. H.* his Executors, Adminiſtrators, or Aſſigns, at the Shop now in the occupation of the ſaid *T.W.* ſituate, &c. within 20 days next after the ſaid *R. H.* ſhall have accompliſhed his full age of 21 years, and have without fraud or covin made and delivered unto the ſaid *T. W.* his Executors, Adminiſtrators, *Demiſe or Grant.* or Aſſigns, one good lawful and ſufficient confirmation in Writing of this preſent Demiſe and Leaſe at the ſaid Shop; hath demiſed, granted, and to Farm-letten, and by theſe preſents doth, &c. unto the ſaid *T.W.* all the ſaid Shop now in the Tenure or occupation of the ſaid *T. W.* ſet and being in *P.* Church-yard aforeſaid, and all thoſe yards and hedges with their Appurtenances late in the tenure or occupation of, &c. and now in the tenure or occupation of one *R.B.* &c. ſet and being in *P.* Church-yard aforeſaid on the back-ſide of or near unto the Shop, late in occupation of the ſaid, &c. and now in the tenure or occupation of the ſaid *R. B.* ſet and being in or near the ſaid Church-yard. **And moreover**, all thoſe two upper Chambers or Rooms with the Appurtenances late in tenure or occupation of the ſaid *T.W.* or his Aſſigns, and now in the tenure or occupation of the ſaid *R. B.* ſet and being over or near unto the ſaid Shop, now in the occupation of the ſaid *R. B.* except and always reſerved out of this preſent demiſe,

demiſe, and grant, the Cellar under the ſaid Shop, with free ingreſs, egreſs and regreſs, into and from the ſaid Cellar by the way and door which is now uſed in the ſame Cellar, for and during all the term of years hereafter in theſe preſents mentioned for him the ſaid *R.* his Heirs, Tenants, Farmors and Aſſigns of the ſame Cellar, and his and their Servants and Family: **To have and to hold** all and ſingular the Premiſſes above by theſe Preſents demiſed, or mentioned to be demiſed with the Appurtenances (except before excepted) unto the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, from the ſealing and delivery of theſe preſents unto the end and term of 21 years from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly during all the ſaid term unto the ſaid *R. H.* and to the Heirs of his body lawfully to be begotten; and for default of ſuch Iſſue, to ſuch other perſon or perſons unto whom the next and immediate remainder or reverſion of the Premiſſes, ſhall for the time being, during the ſaid term of 21 years, of right belong or appertain, 6 l. of &c. at four terms or Feaſts of the year; **That is to ſay**, at the Feaſts of &c. or within 28 days next after every of the ſame Feaſts by even portions: And if it ſhall happen the ſaid yearly Rent of 6 l. to be behind unpaid, in part or in all, by the ſpace of 28 days next after any of the ſaid Feaſts of payment, being lawfully demanded (and no ſufficient Diſtreſs for the ſame Rent, ſo being behind, unpaid, in or upon the ſaid demiſed Premiſſes can or may be found:) Or if default ſhall be made, of or in payment of the ſaid Sum of 60 l. or any part thereof within the time before limited, That then, or at any time after, it ſhall and may be lawful to and for the ſaid *R. H.* or the Heirs of his Body lawfully to be begotten; and for default of ſuch Iſſue, to ſuch other perſon or perſons unto whom the next immediate remainder, or reverſion of the Premiſſes ſhall for the time being belong and appertain, into all and ſingular the above demiſed Premiſſes with the Appurtenances, wholly to re-enter, and the ſame to have again and re-enjoy, as his or their former Eſtate. **And** the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, and all other Tenants and Occupiers of the Premiſſes from thence utterly to expel and amove: Theſe Preſents or any thing therein contained to the contrary thereof, notwithſtanding. **And** the ſaid *T. W.* for him, his Executors, Adminiſtrators, and Aſſigns, covenanteth and granteth, to and with the ſaid *R. H.* his Heirs and Aſſigns, and every of them by theſe preſents, in form following, **That is to ſay**, That he the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, at his and their own proper coſts and charges, all and ſingular the ſaid demiſed Premiſſes, in, by, and with all manner of needful and neceſſary reparations, thing and things whatſoever, well and ſufficiently ſhall repair, ſupport, ſuſtain, maintain, and amend from time to time, as often, and when as need ſhall be or require, during the ſaid term, or from time to time, within the time after warning, in that behalf to be given, as is hereafter limited, during the continuance of this preſent Leaſe and Demiſe, to enter into all or any the ſaid demiſed Premiſſes, there to view, and uſe, and over-ſee the Eſtate of the reparations of the ſaid demiſed Premiſſes, and of every or any part thereof, and of all decays and lacks of needful reparations, upon any ſuch view or views found,

Habend.

Reddend.

For default of payment.

Wholly to reenter and have again as his or their former Eſtate, and the Occupier to expel.

Leſſee to repair and ſuſtain, &c. at his own Charge when needful during the term.

Leſſors to view the decay, and need of reparation, and give monition to the Leſſee.

found, to give monition and warning to the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, to repair and amend the ſame within three months then next following. *To repair and amend.* And the ſaid *R. H.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, Covenanteth and granteth to and with the ſaid *T. VV.* his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following. That is to ſay, That he the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, at his and their own proper Coſts and Charges ſhall and will, from time to time, during the ſaid term of 21 years, pay, bear and diſcharge all chief and quit-rents, and all other Rents whatſoever (except only the Rent above in theſe preſents reſerved to be due iſſuing or going out of the Premiſſes above by theſe preſents mentioned to be hereby demiſed, or any part thereof, at any time or times during the ſaid term:) And of, for, and concerning the ſame chief and quit-rents, and all other Rents aforeſaid, (except before excepted) ſhall and will well and ſufficiently diſcharge, acquit, or ſave harmleſs the ſaid *T. VV.* his Executors, Adminiſtrators and Aſſigns, and the ſaid demiſed Premiſſes from time to time, and at all times, during the ſame term. *Leſſor to bear all quit-rents, and all other Rents (except only the yearly Rent reſerved out of the Premiſſes) diſcharge the Leſſee, his, &c.* And alſo, That he the ſaid *T. VV.* his Executors, Adminiſtrators, and Aſſigns, for the ſaid yearly Rent of 6 l. in form aforeſaid to be paid, and under and according to the other Covenants, Grants, Articles, and Agreements in theſe preſents contained, on the part and behalf of the ſaid *T. VV.* his Executors, Adminiſtrators, and Aſſigns, to be obſerved, performed, and kept, ſhall or may lawfully, peaceably, and quietly have, hold, occupy and enjoy all and ſingular the Premiſſes above by theſe preſents demiſed, or mentioned to be demiſed, by and during all the ſaid Term of 21 years, without any let, diſturbance, eviction, moleſtation, or interruption of the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of the Heirs Executors, Adminiſtrators or Aſſigns of the ſaid *J. H.* and *S.* his wife, or either of them, or of any other perſon or perſons, by the means, aſſent, conſent, or procurement of the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or claiming, or that ſhall claim, by, through, or under the eſtate, right, title or intereſt of the ſaid *J. H.* and *S.* his Wife, and *R. H.* or any of them, or of the Heirs, Executors, Adminiſtrators, or Aſſigns of them, or any of them, other than only the ſaid *VV. A.* and his Aſſigns, claiming only by vertue or colour of a Leaſe by the ſaid *J. H.* heretofore to him the ſaid *VV.* made and granted of the ſaid Yard and Sheds, which Leaſe ſhall expire and end within one year now next coming, the Rent upon which Leaſe, during the continuance thereof, ſhall be due and payable to the ſaid *T. VV.* his Executors, Adminiſtrators, and Aſſigns. And moreover, that he the ſaid *R. H.* his Heirs, Executors, and Aſſigns, and all and every other perſon and perſons, having or claiming, or that ſhall have or claim any eſtate, right, title or intereſt, in or to the Premiſſes above by theſe preſents mentioned to be demiſed, or any part thereof, by, from, or under the ſaid *R. H.* (other than only the ſaid *VV. A.* and his Aſſigns claiming only by force of the ſaid excepted Leaſe,) and for, and concerning the title, and intereſt only of the ſame Leaſe, ſhall and will, from time to time, and at all times hereafter, during the ſaid term of 21 years, as *For quiet enjoyment, &c.*

and

and upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, do make, or cauſe, and ſuffer to be done, all and every ſuch further act and acts, deed and things, deviſe and deviſes, in the Law whatſoever, for the confirmation, ratification, and corroboration of this preſent Leaſe and Demiſe, or for the further or better aſſurance, or ſure-making of all and ſingular the Premiſſes to be had and made ſure to the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſidue of the ſaid term of years then to come and unexpired, and for and under like Rent, Conditions, and Covenants on the part of the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, as in theſe preſents are expreſſed and ſpecified: as by the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be deviſed or adviſed and required. And further, That he the ſaid *R. H.* nor his Heirs, nor any other perſon or perſons for him or in his name, or by his means, aſſent, conſent, or procurement, ſhall at any time or times hereafter, do or make any act, act or acts, thing or things, deviſe or deviſes whatſoever, directly or indirectly to defeat, fruſtrate or make void this preſent Leaſe, Demiſe or Grant, contrary to the tenor, intent, and plain meaning of theſe Preſents. In Witneſs, &c.

Leſſor nor his Heirs to do any act to defeat this preſent Demiſe.

Foſter Conſultor.

A Leaſe by a Maſter and Fellows of a Colledg.

This Indenture, made, &c. between the Right Worſhipful *A. B.* D. D. and Maſter of the Colledg of, &c. in the Univerſity in *Oxford*, and the Fellows of the ſame Colledg of the one part, and *C. D. E. F.* and *G. H.* of, &c. of the other part, Witneſſeth, That the ſaid Maſter and Fellows, as well for and in conſideration of the ſurrender of a Leaſe, bearing date, &c. made and granted by *J. D.* then Maſter of the ſaid Colledg, and the Fellows of the ſame, to one *T. H.* of the Rectory and Church of *G.* in the County of *York*, for the term of 41 years, as by the ſame Leaſe more at large it doth and may appear, whoſe Eſtate in the ſame the ſaid *C. D. E. F.* and *G. H.* had at the time of the ſaid Surrender. As alſo, for divers other good cauſes and conſiderations them moving, Have demiſed, granted, and to Farm-let unto the ſaid *C. D. E. F.* and *G. H.* all that the ſaid Rectory and Parſonage of *G.* with all Glebe-Lands, Tenths, Tythes, Oblations, Obventions, Profits, Commodities, and Hereditaments whatſoever, to the ſaid Rectory or Parſonage belonging, or in any wiſe appertaining, or accepted, reputed, taken, known, uſed, or occupyed, as part, parcel, or member of the ſame; (The Advowſon, Preſentation, and Avoidance at all time of the Vicaridg of the ſame Church, whenſoever it ſhall happen, to the ſaid Maſter and Fellows, and their Succeſſors only excepted and fore-prized.) To have and to hold the ſaid

Conſideration.

Grant or Demiſe.

Rectory and Parſonage, Tythes, Glebe-Lands, Tenths, Oblations, Obventions, Profits, Commodities, and Hereditaments whatſoever, with their and ſingular the Appurtenances, unto the ſaid *C. D.* &c. their Executors and Aſſigns, from the Feaſt-day of, &c. next enſuing the date hereof, unto the full end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term, unto the ſaid Maſter and Fellows, and their Succeſſors and Aſſigns, 20 *l.* of lawful money of *England*, and more, ſix quarters of good Wheat, and 28 quarters of good Mault, at one Term in the year, that is to ſay, on the 2d day of *M.* yearly in the ſaid Colledg, at their own proper Coſts and Charges, during the ſaid term. And for default of delivery of either the ſaid Wheat or Mault, in the time appointed to be paid in manner as is before ſpecified, to the ſaid Maſter and Fellows, and their Succeſſors, ſo much ready money, as the beſt Wheat and Mault, rateably ſhall be worth in the Market of *Oxon*, the next Market-day before the 2d day of *M.* aforeſaid: And if it ſhall happen the ſaid yearly Rent of 20 *l.* the ſaid 6 quarters of Wheat, the ſaid 28 quarters of Mault, or any part or parcel thereof, to be behind and unpaid in part, or in all, by the ſpace of 22 days next after the ſaid 2d day of *M.* in which it ought to be paid at the place aforeſaid. That then this preſent Indenture ſhall ceaſe and determine, and be utterly void, and of none effect.

Reddend.

For default of delivery of wheat and Mault, then in Money according to the rate then worth in the Market at Oxon.

A Covenant for the Leſſees to pay all Duties and Church charge, &c. againſt the K. and Biſhop.
A Covenant to repair the Houſes, &c.
To preſerve the ancient Liberties.
Not to ſet or let, without conſent of the Maſter and Fellows, &c.

In witneſs *whereof, the ſaid Maſter and Fellows, to that part of theſe preſent Indentures remaining with the ſaid* C. D. *&c. Have ſet their Common Seal: And to that part remaining with the ſaid Maſter and Fellows, the ſaid* C. D. *&c. have ſet their Hands and Seals, the day and year firſt above written.*

An Indenture whereby the Leſſor demiſeth another Tenement, if the Leſſee be evicted of the firſt.

THis Indenture, &c. Witneſſeth, That the ſaid *A. B.* hath demiſed, granted, ſet, and to farm-let, and by theſe preſents, for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth demiſe, grant, ſet, and to Farm-let unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, all that Meſſuage or Tenement, ſituate and being in *L.* in the ſaid County of, &c. commonly called or known by the name of, &c. with the Appurtenances, together with two Orchards, and certain Cloſes, Cluſures, and Parcels of Arable Land,

Grant.

Meadow, Paſture, and Turbary, with the Appurtenances hereafter in theſe preſents particularly named and ſet, lying and being in, &c. To have, occupy, and enjoy the ſaid Meſſuage, Cloſes, Clauſures, and parcels of and all other the Premiſſes, with all and ſingular their Appurtenances, every part and parcel thereof, to the ſaid *C. D.* his Executors, &c. from &c. laſt paſt, before the date hereof, for and during, and to the end and term of, &c. years then next enſuing, and fully to be compleat ended, yielding and paying therefore yearly, during the ſaid term, to the ſaid *A. B.* his Heirs and Aſſigns, the Sum of, &c. at the two uſual &c. for all manner of Rents, Duties, Services, Boons, Taxations, Charand Impoſitions, whatſoever: And further, This Indenture witneſſeth, if it fortune the ſaid Meſſuage, Cloſes, Cloſures and Premiſſes, or any or any part or parcel thereof, at any time or times hereafter, during the ſaid term of, &c. before by theſe preſents granted and demiſed as aforeſaid, by order and due courſe of Law, or otherwiſe, to be lawfully recovered, evicted, or taken, from, or out of the poſſeſſion, or occupation of the ſaid *C. D.* his Executors or Aſſigns, without any Covin or Colluſion of the ſaid *C. D.* his Executors or Aſſigns. So that the ſaid *C. D.* cannot, or may not occupy, enjoy, and take the profits thereof, by vertue of theſe Preſents, for all the ſaid term of, &c. years: Then the ſaid *A. B.* doth by theſe preſents demiſe, grant, ſet, and to farm-let unto the ſaid *C. D.* all that Capital Meſſuage or Tenement, commonly called or known by the name of, &c. with the Appurtenances, ſituate and being in the Pariſh of *B.* in the ſaid County, of, &c. To have, hold, occupy, poſſeſs, and enjoy the ſaid Capital Meſſuage and Premiſſes, with their Appurtenances, from and immediately after ſuch eviction, ejection, recovery, or taking away of the ſaid mentioned Premiſſes in, &c. aforeſaid, or any part thereof, from, or out of the poſſeſſion of the ſaid *B. C.* or other lawful diſturbance of his poſſeſſion, for and during and unto the end, expiration, and determination of the ſaid term, &c. years, afore by theſe preſents granted of the ſaid Meſſuage or Tenement, and Premiſſes in, &c. aforeſaid, for and during all the reſidue, ſuch part, and ſo many of the ſaid years, as at the time of ſuch recovery, eviction, ejection, taking away, diſturbance, or moleſtations, ſhall be unexpired, not ended, or determined, to the ſole and proper uſe and behoof of the ſaid *C. D.* his Executors and Aſſigns, without any accompt thereof, or therefore to be yielded, paid, given or made for the ſame. And alſo without any let, trouble, denial, vexation, interruption, eviction, ejection, Suit in Law, or other diſturbance whatſoever, of him the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, in any wiſe. And the ſaid *A. B.* doth for him, &c. Covenant, &c. to and with the ſaid *C. D.* by theſe Preſents. That it ſhall and may be lawful to and for the ſaid *C. D.* and his Aſſigns, yearly from time to time, and at all times hereafter, during the ſaid term of 21 years, afore by theſe preſents granted, and demiſed as aforeſaid. To cut down, fall, take, and carry away ſufficient and neceſſary Hedg-boot, Cart-boot, Plough-boot, Gate-boot, &c. Underwood to be ſtanding, growing, and being in, or upon ſuch of the ſaid Premiſſes, as the ſaid *C. D.* for the ſeveral times being ſhall be in poſſeſſion of,

Habend.

Redden.

Covenant in caſe of Eviction.

Other Lands demiſed.

Habend.

Leſſee to cut down, fall, and carry away wood for neceſſary Reparations.

To be imployed on the Premiſſes.

or have in his occupation, by vertue of theſe preſents: So as the ſame be and ſhall be employed, uſed, or ſpent from time to time, in, or about the neceſſary, or needful reparations of the Hedges, Gates, Stiles, Bars and Fences, ſtanding or being in, or upon the Premiſſes only: And the ſaid *A. B.* for him, his Heirs, &c. doth Covenant, &c. to and with the ſaid *C. D.* by theſe preſents: That the ſaid Meſſuage, Capital Houſe, and all other the Houſes, Cloſes, Cloſures, and parcels of Land, Meadow and Paſture and all other the Premiſſes, with the Appurtenances in *L.* and *D.* aforeſaid and every part and parcel thereof, are, the day of the enſealing and delivery of theſe preſents; and ſo ſhall remain and continue from time to time and at all and every time and times hereafter, during the ſaid term of years, afore by theſe preſents mentioned to be granted and demiſed as aforeſaid, according to the true intent and meaning of theſe preſent Indentures, free and clearly acquitted, exonerated, and diſcharged, or otherwiſe ſaved and kept harmleſs, of and from all and all manner of former Bargains, Sales, Joyntures, Feoffments, Dowers, Aſſignments, Leaſes, &c. and all other Incumbrances whatſoever, had, made, done, knowledged, or ſuffered, or hereafter to be had, made, done, knowledged, or ſuffered, by the ſaid *A. B.* his Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever.

To remain and continue to the Leſſee for the term, diſcharged of all Sales, &c.

A Covenant for further Aſſurance.

AND the ſaid *C. D.* for him, &c. doth Covenant, &c. to and with the ſaid *R. B.* his Heirs, &c. That he the ſaid *C. D.* ſhall and will from time to time, and at all times, during the ſaid term, well and ſufficiently repair, maintain and uphold, all ſuch the ſaid Houſes, Edifices, Buildings, Cloſes, Clauſures, Lands and Premiſſes, as he the ſaid *C. D.* from time to time is to have in his poſſeſſion, and enjoy by vertue of theſe preſents. And all Hedges, Fences, Gates, and Ditches, ſtanding and being in and upon the ſame, in all neceſſary Reparations, according to good Husbandry. And if it happen, the ſaid yearly Rent of, &c. or any part or parcel thereof, at any time or times hereafter, during the ſaid term before by theſe preſents granted as aforeſaid, to be behind in part, or in all by the ſpace of 20 days, next enſuing after any of the ſaid Feaſts, wherein the ſame ought, or is limited and appointed to be paid, or is payable by theſe preſents, being lawfully demanded at ſuch of the demiſed houſe, as the ſaid *C. D.* ſhall then poſſeſs by vertue of theſe preſents. That then, and ſo often as the ſaid Rent ſhall be behind and unpaid as aforeſaid, the ſaid *C. D.* his Executors or Aſſigns, ſhall loſe, forfeit, and pay to the ſaid *A. B.* his Heirs and Aſſigns, the Sum of, &c. *Nomine pœnæ*: That then, and ſo often it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into the ſaid Meſſuage and Lands which the ſaid *C. D.* ſhall then hold by vertue of theſe preſents, and other the Premiſſes, and into every, or any part or parcel

Nomine pœnæ for Non-payment of Rent.

thereof, to enter and diſtrain, as well for the Rent of, &c. or ſuch part thereof as ſhall be behind and unpaid as aforeſaid, and alſo for the Arrearages hereof, (if any fortune to be behind) as alſo for the ſaid Sum of, &c. ſo to be forfeited: *Nomine pœnæ toties quoties*, as aforeſaid, and the diſtreſs and diſtreſſes ſo thereof, and therein taken, and had, as aforeſaid, to lead, drive, and carry away, and the ſame with him or them to detain, keep, and with-hold, until he the ſaid *A. B.* his Heirs and Aſſigns, of the ſaid Rent of, &c. and of the ſaid penalty of, &c. to be forfeited *Nomine pœnæ*, as aforeſaid, and of the Arrerages thereof (if any ſhall be) be well and truly contented, ſatisfied and paid. And if the ſaid yearly Rent of, &c. or any part thereof, ſhall be behind and unpaid by the ſpace of 40 days, and no ſufficient overt diſtreſs can or may be found in, or upon ſuch of the Premiſſes, as ſhall then be in the poſſeſſion of the ſaid *C. D.* during the ſaid ſpace of, &c. That then and from thenceforth it ſhall and may be lawful, to and for the ſaid *A. B.* his Heirs and Aſſigns, into the Meſſuage, &c. to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in his and their former eſtate, any thing in theſe Preſents to the contrary in any wiſe notwithſtanding. In Witneſs, *&c.*

To diſtrain.

A Leaſe for 100 *years in Reverſion after a life.*

This Indenture made, &c. Between *R. B.* of *S.* in the County of *W.* Gent. of the one part, and *J. L.* of, &c. Gent. of the other part: Witneſſeth, That the ſaid *R. B.* for divers good cauſes, and ſundry reaſonable and weighty Conſiderations him thereunto moving. Hath demiſed, granted, ſet, and to farm-let, and by theſe preſents doth demiſe, grant, ſet, and to farm-let unto the ſaid *J. L.* all and ſingular his Mannors, Meſſuages, Houſes, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, and Services whatſoever, in the ſeveral Towns, Hamlets, Fields, and Territories of *A. B. C.* and *D.* in the ſaid County of *W.* or in any of them. To have and to hold the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and all other the Premiſſes, with all and ſingular their Appurtenances to the ſaid *J. L.* his Executors and Aſſigns, immediately from and after the death of *M. B.* now wife of the ſaid *R. B.* for, and during the term of 100 years then next following, fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term of 100 years, unto the ſaid *R. B.* his Heirs and Aſſigns, the Rent of 12 *d.* of good and lawful money of *England*, at the Feaſts of, &c. by even portions, if the ſame be lawfully demanded, for all manner of Suits, Services, Exactions and Demands. Provided always, and upon Condition, That the ſaid *J.* ſhall not at any time hereafter, give, grant, bargain, alien, ſell, or leaſe the Premiſſes, or any part thereof, to any perſon or perſons, or incumber or charge the ſame, without licence and conſent of the ſaid *M. B.* his Executors or Adminiſtrators. And alſo upon Condition, That the ſaid *J. B.*

Conſideration.

Grant.

To Habend.

Reddend.

Condition.

at all and every time and times hereafter, upon the requeſt or demand of the ſaid *M. B.* ſhall lawfully convey and aſſure all and ſingular the Premiſſes, with their Appurtenances, or any part or parcel thereof, to ſuch perſon or perſons as by the ſaid *M.* his Executors or Adminiſtrators, ſhall be named or appointed, for, and during all ſuch intereſt and term as ſhall then be unexpired of the ſaid 100 years, or for ſuch part or portion thereof, as by the ſaid *M.* ſhall be limited, nominated, or appointed. And provided alſo, and upon Condition, That if the ſaid *M.* her Executors or Adminiſtrators, at any time hereafter, do ſatisfie, content and pay, or cauſe to be ſatisfied, contented, and paid, or tendred to be paid unto the ſaid *J. E.* his Executors, Adminiſtrators or Aſſigns, or to any of them, the Sum of 10 s. of lawful money of *England*, in the Pariſh-Church-Porch of *W.* in the County of *W.* That then this preſent Leaſe, Demiſe and Grant, and every thing thereing contained, and the term and intereſt of the ſaid *J. L.* of, and in the Premiſſes, and every part thereof, to be void, and of none effect. Theſe preſents, or any thing in the ſame contained, to the contrary thereof in any wiſe notwithſtanding. And the ſaid *R. B.* and his Heirs and all and ſingular the Premiſſes, with all and every their Appurtenances unto the ſaid *J. L.* for, and during the term aforeſaid, in manner and form aforeſaid, and under the ſeveral Conditions before expreſſed, againſt all People ſhall and will warrant, and by theſe preſents defend. In Witneſs, &c.

Proviſo upon Condition.

Of a Hundred Court or Leet by the Queen.

Recital of Letters-Patents.

ELizabeth, by the Grace of God, &c. To all to whom theſe Preſents ſhall come, Greeting. Whereas, we by our Letters-Patents under the Seal of our Court of Exchequer, bearing date at *Weſtminſter* (ſuch a day and year), &c, Did Demiſe, Grant, and to Farm-let unto *J. M.* Eſquire, all that our Hundred of *B.* with all its Rights, Members, and Appurtenances in our County of *C.* and all thoſe our Annual Rents to the ſaid Hundred paid, and alſo all, and all manner of Courts-Leet, view of *Frank-Pledge*, and Perquiſites, and Profits thereof; And alſo the Fines and Amerciaments in the Court of the Sheriffs Turn in the Hundred aforeſaid made; And alſo Suit of Court to the Hundred aforeſaid. And alſo all Goods, Chattels, waived Eſtrayes, and all other our Liberties, Priviledges, Franchiſes, Rights, Juriſdictions, Profits, Commodities, Advantages, and Emoluments whatſoever to the ſaid Hundred belonging or appertaining, or within the ſaid Hundred happening, coming, or renewing, or ariſing: And ſo, and under the yearly Rent of 40 s. demiſed in as full and ample manner and form, as any Earl or Earls of *W.* in right, or by reaſon of the ſaid Hundred, at any time, had, held, or enjoyed the ſame, or ought to have, held or enjoyed the ſame: And as all and ſingular the Premiſſes did come, or ought to have come to our hands, and in our hands now are or ought to be (except nevertheleſs always) to us and our Succeſſors, all, and all manner of

Pleas, Amerciaments, and Iſſues yearly, and from time to time, coming, growing, or renewing in any of our Courts, or Courts of Record, of us or our Succeſſors, or before the Juſtices of the Aſſiſe, of us or our Succeſſors, or before the Juſtices of the Peace of us or our Succeſſors, or before our, or our Succeſſors, Clerk of the Market, coming, growing, happening, ariſing or renewing, or liberty for the levying and gathering thereof, within the Hundred aforeſaid. **To have and to hold** the ſaid Hundred of *B.* certain *Habend.* Rents of Court, and Profit of the ſame, and all and ſingular other the Premiſſes whatſoever (except before excepted) to the ſaid *J.M.* his Executors and Aſſigns, from the Feaſt of, &c. for, and during the term of 21 years then next following, and fully to be compleat and ended, yielding *Reddend.* yearly to us, and our Heirs and Succeſſors 40 s. of lawful money of *England*, as by our ſaid Letters-Patents, more fully it may appear. Which ſaid Letters-Patents, and all the Right, Title, Eſtate, Intereſt, and term of years yet to come, of, and in the Premiſſes, our well-beloved Subject *R. B.* of *W.* in the ſaid County of *W.* Eſquire, having, holding, and by due courſe of Law enjoying, and being our Tenant, hath ſurrendred the ſame unto us, and rendred up to be cancelled; yet nevertheleſs with intent, that we would vouchſafe to grant our Letters-Patents concerning the Premiſſes to the ſaid *L.* his Aſſigns, for the term of the lives of him the ſaid *R. T.* Eſq; and *R. E.* Gent. and the longer liver of them, which Surrender we accept by theſe preſents: **Know ye**, that we as well in conſideration of the Surrender aforeſaid, *Conſideration.* as for a Fine of, &c. of lawful money of *England*, at the Receipt of our Exchequer, paid to our uſe by the ſaid *R. B.* by the advice of our truſty and beloved Counſellors *W.* Baron of *B.* our Treaſurer of *England*, and Sir *J. T.* Kt. Chancellor, and Under-Treaſurer of our Court of Exchequer, hath demiſed, *Grant.* granted, and to farm-let, and by theſe Preſents do demiſe, grant and to farm-let unto the ſaid *R. B.* all that foreſaid Hundred of *B.* with the Rights and Appurtenances thereof in our ſaid County of *W.* and all thoſe certain Annual Rents to the ſaid Hundred paid, and alſo all, and all manner of Courts-Leets, view of *Frank-pledge*, and Perquiſites and Profits of the ſame, and all Fines and Amerciaments in the Courts of the Sheriffs Turn, in the Hundred aforeſaid done, and alſo Suit of Court at the Hundred aforeſaid. And alſo Goods and Chattels, waived Eſtrays, and all other our Liberties, Priviledges, Franchiſes, Rights, Juriſdictions, Profits, Commodities, Advantages and Emoluments whatſoever to the ſaid Hundred belonging or appertaining, or within the ſaid Hundred happening, coming, renewing or ariſing, and for, and under the foreſaid yearly Rent of 40 s. demiſed in as ample manner and form as any Earl or Earls of *W.* in right or by reaſon of the ſaid Hundred ever had, held, or enjoyed, or ought to have, hold, or enjoy, and as all and ſingular the Premiſſes did come, or ought to have come to our hands, and now are or ought to be in our hands, and heretofore parcel of the poſſeſſions of the Earl of *W.* (except nevertheleſs) and always to us, and our Heirs and Succeſſors, all, and all manner of Fines, Amerciaments, and Iſſues yearly, and from time to time coming, growing, or renewing in any Court or Courts of Record of us, or our Heirs and Succeſſors, beſides in the Court of the Hundred aforeſaid, or before Juſtices of

Aſſize of us, our Heirs or Succeſſors, or before us, and our Heirs and Succeſſors, Juſtices of the Peace, and Clerk of the Market, to us, our Heirs and Succeſſors reſerved with liberty for Levying or Collecting of the ſame: *Habend.* To have and to hold the ſaid Hundred of *B.* the certain Rents of the Court, and the profits of the ſame, and all and ſingular other the Premiſſes above by theſe preſents demiſed, with the Rights, Members, Liberties thereof, with the Appurtenances whatſoever (except before excepted), unto the ſaid *R. B.* and his Aſſigns, for the term of the Lives of him the ſaid *R. B. T. E.* and *R. E.* and the longeſt liver of them, yielding and paying therefore yearly to us, and our Heirs and Succeſſors, 40 s. of lawful money of *England*, at *Reddend.* the Feaſts of, &c. and at the Feaſts of, &c. at the receipt of our Exchequer, our Heirs and Succeſſors, or to our Bailiffs, or Receivers of the Premiſſes for the time being, by equal portions, to be paid during the term aforeſaid. And after the deceaſe of every of the aforeſaid *R. B. T. E.* and *R. E.* then yielding and paying to us, our Heirs and Succeſſors 20 s. of lawful *Engliſh* money, in the name of a Herriot. Provided always, That if it ſhall happen the Rent before by theſe Preſents reſerved, to be behind, and unpaid in part, or in all, by the ſpace of 40 days, after any of the ſaid Feaſt-days, at which the ſame ought to be paid as aforeſaid. That then, and from thenceforth, this Grant to be void, and of none effect, any thing in theſe preſents to the contrary notwithſtanding; Any Statute, Act, Ordinance, Proviſion, Proclamation, or Reſtraint to the contrary heretofore had, made, publiſhed, ordained, or provided, or any other cauſe or matter whatſoever, in any wiſe notwithſtanding. In Witneſs whereof, We have cauſed theſe our Letters to be made Patents, Witneſs our beloved and faithful Councellor, *W.* Baron of *B.* Treaſurer of *England*, at *Weſtminſter*, the, &c. day of, &c.

Proviſo for Non-payment, grant to be void, &c.

A Leaſe made for Indemnity of Sureties.

THis Indenture, made, &c. between *T. H.* of, &c. Eſquire, of the one part, and *W. T. W. D.* and *E. W.* on the other part, Witneſſeth, That whereas the ſaid *W. T. W. D.* and *E. W.* at the inſtance and ſpecial requeſt, and for the only Debt of the ſaid *T. H.* now are, and ſtand bounden unto *G.* in four ſeveral Obligations of divers great Sums of money, conditioned for payment of the ſeveral Sums of money in the Conditions of the ſaid Obligations mentioned, which ſaid ſeveral Obligations now are, and remain forfeited, and have alſo compounded and agreed with divers perſons, to whom the ſaid *T. H.* was indebted in divers great Sums of money, and have taken order for the ſatisfaction and payment thereof, amounting in all to, &c. Now the ſaid *T. H.* for the better ſecuring and ſaving harmleſs of the ſaid *W. T. W. D.* and *E. W.* and every of them, their, and every of their Heirs, Executors and Adminiſtrators, of, for, and from courting, and concerning all and every the ſaid Obligations, or Writings Obligatory, and the Penalties, *For Security.*

Penalties, Forfeitures, and Sums thereof and therein contained, hath demiſed, granted, and to farm-let, and by theſe preſents, &c. all thoſe his Meſſuages, &c. lying and being, &c. **To have and to hold** to the ſaid *W. T.* &c. their Executors and Aſſigns, for, and during all ſuch term and time, and until that the ſaid *W. T.* &c. their Executors or Aſſigns, ſhall and may, or otherwiſe might, without fraud or covin, have fully and wholly levied, received, perceived, and taken out, of, and in the ſaid Meſſuages, &c. or out of, or in the Fines, Rents, Iſſues, or Profits thereof, yearly ariſing, growing or coming, and all and every ſuch Sum and Sums of Money, Loſſes, Coſts, Charges and Damages whatſoever, as they the ſaid *W. T.* &c. and every or any of them, their, or any of their Heirs, Executors, or Adminiſtrators have heretofore, or ſhall hereafter *Bona fide* diſburſe, defray, ſatisfie, ſuſtain, or pay, for or by reaſon of the ſaid ſeveral Obligations, or the forfeiture thereof, or of any Action, Suit, Proceſs, Writ, Judgment, or Execution heretofore commenced, or hereafter to be in any ſort commenced, proſecuted, or purſued againſt them, or any of them, their, or any of their Heirs, Executors or Adminiſtrators, or againſt their, or any of their Goods, Chattels, Lands, or Tenements in any wiſe, yielding and paying therefore yearly, ſo long as the Premiſſes, or any part thereof, ſhall be, and remain in their, or any of their Poſſeſſion or Occupation, or in the Occupation of their, or any of their Aſſignee or Aſſignees, Under-Tenant or Under-Tenants, one Pepper-corn only at the Feaſt of, &c. if it be demanded. *Demiſe.* *Habend.*

A Covenant for the quiet enjoying, and to remain diſcharged of all Incumbrances——Ut in aliis.

A Leaſe in Reverſion after two Lives.

This Indenture made, &c. Between Sir *T. J.* of, &c. Kt. of the one part, and *R. P.* of, &c. Yeoman of the other part: **Witneſſeth**, That the ſaid Sir *T. J.* for and in conſideration of the ſum of, &c. to him, by the ſaid *R. P.* before the enſealing and delivery hereof paid, in the name of a Fine or Income, with the receipt whereof, the ſaid Sir *T. J.* holdeth & acknowledgeth himſelf fully ſatisfied and paid, and thereof, &c. hath demiſed, &c. and by theſe preſents doth demiſe, &c. unto the ſaid *R. P.* his Executors, &c. all that one Meſſuage or Tenement of the ſaid Sir *T. J.* now in the Tenure or Occupation of the ſaid *R. P.* ſituate in, &c. and alſo all the Houſes, Edifices, Buildings, Yards, Orchards, Gardens, Lands, Tenements, &c. and Hereditaments to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining. **To have and to hold**, occupy, and peaceably enjoy the ſaid Meſſuage or Tenement, Houſes, &c. and all other the demiſed Premiſſes, with their Appurtenances, unto the ſaid *R. P.* his Executors, &c. immediately after the deceaſe of *A. B.* for, and during all the term and ſpace, and unto *Conſideration.* *Grant.* *Habend.*

unto the full end and term of 21 years, from thence next and immediately following, fully to be compleat, determined and ended, with all, and all manner of Tenantly Profits, Commodities and Advantages, during the ſaid term, yielding and paying therefore yearly during the ſaid term, unto the ſaid Sir *T. J.* his Heirs and Aſſigns, the Annual or yearly Rent of, &c. of lawful, &c. at the Feaſt-days, &c. by even portions, with all ſuch Suits, Services, Boons, Averages and Duties, as other the Tenants of the ſaid Sir *T. J.* within his Mannor of *D.* ſhall, and uſe to do for their like Rent.

Reddend.

A Clauſe for Diſtreſs, for Non-payment of the Rent.

A Covenant for Reparations.——
A general Warranty from the Leſſor, In witneſs, *&c.*

A Leaſe with many Reſervations, beſides the Rent.

THis Indenture made, &c. Between *R. B.* of, &c. Eſquire, of the one part, and *S. P.* of, &c. of the other part: Witneſſeth, That the ſaid *R. B.* for, and in conſideration of, &c. hath demiſed, granted, ſet, and to farm-let, unto the ſaid *S. P.* his Executors, &c. all that Meſſuage or Tenement, &c. ſituate in, &c. now or late in the Tenure of, &c. To have and to hold to the ſaid *S. P.* his Executors, &c. from the Feaſt of, &c. laſt paſt, for, and during the term of 21 years, yielding and paying therefore yearly, &c. during the ſaid term, unto the ſaid *R. B.* the yearly Rent of, &c. of good and lawful, &c. at the Feaſt-days of, &c. by even portions. And likewiſe yielding, paying, and doing the Boons, Averages, Duties, and Services of three days, ſhearing and reaping of Corn in the time of Harveſt, with able perſons. And alſo making, providing, and finding one good and ſufficient Musket, with all things thereunto belonging; as namely, Bandaleers, &c. and an able man to bear the ſame, and to wait upon the ſaid *R. B.* or his Heirs, ſo often as the ſaid *R. B.* or his Heirs, ſhall be imployed in his Majeſties Service, with all other Duties, Suits and Services, as heretofore of right have been uſed, and accuſtomed to be yielded and done for the ſaid Meſſuage, Tenement and Premiſſes: And if it happen the ſaid yearly Rent of, &c. to be behind and unpaid by the ſpace of 20 days next after either of the ſaid Feaſts, &c. being lawfully demanded, that then the Eſtate, Right, Title, Intereſt, Claim and Demand of the ſaid *S. P.* her Executors, Adminiſtrators, or Aſſigns, to the before demiſed Premiſſes, and to every part and parcel thereof, to ceaſe, determine, and be utterly void. And likewiſe if it happen the ſaid Boons, Averages, Duties and Services before mentioned and ſpecified, or any part thereof, to be detained, and not yielded in time convenient, being likewiſe lawfully demanded, that then

Demiſe.

Habend.

Reddend.

For Non-payment by 20 days, then Demiſe to be void.

and

and from thenceforth it ſhall and may be lawful, to, and for the ſaid *R. B.* his Heirs and Aſſigns, into the before demiſed Premiſſes, and into every, or any part thereof, to enter and diſtrain; and the Diſtreſs and Diſtreſſes there taken, to lead, drive, chaſe, carry, and take away, and with him, his Heirs or Aſſigns, to impound, detain, and keep until the ſaid Boons, &c. be well and truly done, ſatisfied and paid. *Diſtreſs.*

A Covenant of the Leſſee for Reparations.

A Covenant of the Leſſor for the Enjoying.

A Leaſe made in conſideration of the Surrender of a former Leaſe.

THis Indenture made, &c. Between *T. J.* of, &c. Eſquire, of the one part, and *L. M.* of, &c. of the other part: Witneſſeth, That the ſaid *T. J.* as well for and in conſideration, that the ſaid *L. M.* hath ſurrendred and given to the ſaid *T. J.* one Indenture of Leaſe, formerly made by *T. S.* late of, &c. deceaſed, to the ſaid *L. M.* for the term of three Lives yet in being, of all that part and portion of him the ſaid *T. S.* of, and in all that Meſſuage or Tenement, Lands, and Hereditaments hereafter in theſe preſents ſpecified, mentioned, and thereby demiſed; as alſo for and in conſideration of the ſum of, &c. of lawful *Engliſh* money, hath demiſed, granted, ſet, and to farm-let, and by theſe preſents doth demiſe, &c. unto the ſaid *L. M.* and his Aſſigns, all that part, purport, and portion of the ſaid *T. J.* of, and in one Meſſuage or Tenement, lying and being in *N.* aforeſaid, in the ſaid County of *L.* now or late in the Tenure or Occupation of the ſaid *L. M.* his Aſſignee or Aſſignees, together with all Houſes, Buildings, Orchards, &c. with their, and every of their Appurtenances whatſoever, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, To have and to hold all and ſingular the ſaid part and portion of the ſaid Meſſuage, &c. to the ſaid *L. M.* and his Aſſigns, from, and immediately after the date of theſe preſents, for, and during all the term of the ſeveral natural life and lives of the ſaid *L. M. E. M.* and *D. M.* the natural Sons of the ſaid *L. M.* party to theſe preſents, and for, and during all the term of the natural life of the Survivor and longer Liver of them, to and for all Tenantly Profits, Uſes, and Commodities, and with free liberty to dig, get, and take Marle, Clay and Stones, and every, or any of them, and to cut down, and take any Woods, or Under-woods in any part or parcel of the hereby demiſed Lands, belonging to the ſaid part or portion of the ſaid Meſſuage or Tenement-grounds, or other the Premiſſes, without impeachment of any manner of waſte, yielding and paying therefore yearly, during the ſaid term, to the ſaid *T. I.* his Heirs and Aſſigns, the ancient yearly Rent of, &c. of lawful, &c. at the Feaſt days, &c. by even and equal portions, together with ſuch Duties and Services as have

Conſideration. *Grant.* *Habend.* *Reddend.*

have heretofore been uſed and accuſtomed to be paid and done, for the ſaid part and portion of the ſaid Meſſuage, &c. at the days and times uſual and accuſtomed.

A Covenant with Warranty by the Leſſor, that the Leſſee ſhall quietly enjoy.

A Covenant, That the Leſſee ſhall do Service at the Leſſors Court-Baron, and grind at his Mill.

A Leaſe of a Moſs-Room.

THis Indenture, &c. Witneſſeth, That the ſaid *A. B.* for, and in conſideration of the Sum of, &c. to the ſaid *A. B.* by the ſaid *C. D.* paid, the receipt whereof the ſaid *A. B.* acknowledgeth, hath demiſed, &c. unto the ſaid *C. D.* his Executors, &c. all that Moſs-Room with the Appurtenances, lying and being in *R.* Moſs in the ſaid County of *L.* containing by eſtimation two Roods of Ground, be it more or leſs, now in the tenure of the ſaid *C. D.* or his Aſſigns, together with all Ways, Entries, Paſſages, Liberties, Eaſements, Commodities and Advantages in or to belonging, or to, or with the ſame heretofore uſed or enjoyed, or at any time accepted, taken, reputed or known, as part, parcel, or member thereof, with all and ſingular the Appurtenances thereof, To have and to hold the ſaid Moſs-Room, with the Appurtenances unto the ſaid *C. D.* and his Aſſigns, for and during all the term of the natural life and lives of him the ſaid *C. D.* and of *M.* and *E.* the Daughters of the ſaid *C. D.* and of every of them, and the longeſt liver of them, to and for the moſt gain, profit, and advantage of him the ſaid *C. D.* and his Aſſigns, for and during all the ſaid term, for the digging, getting, drying, leading, and carrying away of Turves, yielding and paying therefore yearly during all the ſaid term to the ſaid *A. B.* his Heirs and Aſſigns, the yearly Rent of 12*d.* of lawful, &c. at, in, or upon the, &c. if it be lawfully demanded, for all manner of Rents, Suits, Levies, Taxations, Impoſitions and Demands whatſoever due for the ſaid Moſs-Room.

A Covenant for the Leſſor to warrant the Injoyment.

A Letter of Attorney to give Livery and Seiſin.

A Lease of Tythes belonging to a Free-School.

THis Indenture, &c. Between the Bayliffs and Burgeſſes of the Town of *S.* in the County of *S.* and *T. A.* Clerk, late Head, or chief School-maſter of the free Grammar-School of the late King *Ed.* 6. in the ſaid Town of *S.* on the one part, and *D. L.* of the ſaid Town of *S.* Bayliff or Receiver of the Rents and Revenues of the ſame School of the other part, Witneſſeth, That the ſaid Bayliffs, Burgeſſes, and *T. A.* by and with the aſſent and conſent of *T. L.* now chief or head School-Maſter of the ſaid School, have demiſed, granted, leaſed, ſet, and let, and by theſe Preſents do demiſe, &c. unto the ſaid *D. L.* all thoſe the Tythes of Corn and Hay yearly growing, increaſing, or ariſing in the Township of *B.* and the Fields thereof in the ſaid County of *S.* lately belonging and being parcel of the Poſſeſſions of the ſame School, To have and to hold the ſaid Tythes of Corn and Hay to the ſaid *D. L.* and his Aſſigns, from and immediately after the end, determination, and expiration of one Leaſe heretofore made of the premiſſes, to one *T. R.* or from the time that the ſame Leaſe by Surrender, Forfeiture, or by any other means ſhall happen to be expired or determined, unto the end and term, and for and during the term of 21 years, from thence next following, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term to the Bayliffs and Burgeſſes, and to their Succeſſors for the time being, the Sum of 20 Marks of lawful Engliſh money at the Feaſts of, &c. by even portions for all and all manner of Rents, Services, and Demands whatſoever, to be paid within the Boothall, otherwiſe called the Guild-Hall of the ſaid Town. And if it happen the ſaid yearly Rent of 20 Marks, or any part thereof to be behind and unpaid in part, or in all, by the ſpace of one month next after either of the ſaid Feaſts, in which the ſame ought to be paid, That then it ſhall and may be lawful to and for the ſaid Bayliffs and Burgeſſes, and their Succeſſors, into the ſaid Tythes, and every part and parcel thereof, to re-enter, and the ſame to have again, repoſſeſs, and enjoy as in their former Eſtate, any thing in this Indenture here before mentioned to the contrary in any wiſe notwithſtanding. And the ſaid *D. L.* for him, &c. doth Covenant, &c. to and with the ſaid, &c. by theſe preſents, That he the ſaid *D. L.* his, &c. ſhall and will yearly during the ſaid term of 21 years, well and truly content and pay, or cauſe to be contented and paid, to the ſaid *B.* and *B.* and their Succeſſors for the time being, at the Boothall aforeſaid, at the Feaſts aforeſaid, or within one month next after either of the ſaid Feaſt-dayes aforeſaid, the ſaid yearly Rent of 20 Marks by even portions, according to the true intent, meaning, and effect of theſe preſents. And the ſaid *B.* and *B.* for them and their Succeſſors, doth Covenant, &c. to and with the ſaid *D. L.* his Executors, &c. by theſe preſents, in manner and form following, that is to ſay, That he the ſaid *D. L.* and his Aſſigns, ſhall or may during the

Demiſe.

Habend.

Reddend.

To re-enter for Non-payment.

Covenant for payment of Rent.

For quiet enjoyment.

the said term of 21 years, peaceably and quietly have, hold, &c. the said Tythes, &c. without any lawful let, &c. of any person or persons; and that the said *B.* and *B.* and their Successors for the said yearly Rent, to by these Presents reserved as aforesaid, shall and will from time to time during the said term of 21 years, acquit, and discharge, or save or keep harmless as well the said *D. L.* his, &c. as the said Tythes, and every part and parcel thereof, from, and concerning all other Rents, Payments, and Charges whatsoever, issuing out of the Premisses, other than the yearly Rent of 20 Marks aforesaid by these presents reserved, other than such duties, &c. as shall happen to be due by the only act or acts of the said *D. L.* or his Assigns. *In Witness, &c.*

Of a Rectory Impropriate.

Consideration.

Grant.

THis Indenture, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part; Witnesseth, That the said *A. B.* for and in consideration of, &c. the receipt whereof the said *A. B.* acknowledgeth, and thereof doth acquit, &c. the said *C. D.* his Executors, &c. by these presents, hath demised, &c. unto the said *C. D.* and his Assigns all that the Parsonage, Parish Church of St. *J.* in the Town of *S.* sometime appropriate, united, belonging to, or appertaining, unto the late dissolved Chantry or Colledg of St. *M. M.* near *S.* otherwise called the Colledg of *B.* with all Lands, Tenements, and all manner of Tythes and Tenths, Reversion or Reversions of Tythes or Tenths, of Corn, Grain, and Hay, Wool, Lamb, Flax, Hemp, Honey, and all manner of predial, personal, and mixt Tythes or Tenths whatsoever, yearly coming, arising, growing and renewing, within the said Parish of St. *J.* within the Town of *S.* aforesaid, or in any other place or places, Townships or Hamlets, to the said Rectory, Parish-Church, or Chappel of St. *J.* belonging or appertaining, or being reputed, taken, or known, as part, parcel, or member thereof, or to the same belonging or appertaining, or used to be set, demised, or let, as part, parcel, or member of the said Rectory, Parsonage, Parish-Church, or Chappel of St. *J.* aforesaid:

Habend.

To have and to hold, &c. to the said *C. D.* and his Assigns, from the day of the date hereof, for and during the term of, &c. yielding and paying, &c.

A Covenant for the quiet enjoying, &c. ut in aliis.

Of a Parſonage for term of life.

THis Indenture made, &c. Between *A. B.* Clerk, Parſon of, &c. of the one part, and *C. D.* of, &c. of the other part: Witneſſeth, That the ſaid *A. B.* for and in conſideration of the Sum of, &c. whereof and wherewith the ſaid *A. B.* acknowledgeth himſelf ſatisfied, &c. Hath demiſed, granted, ſet, and to Farm-let, and by theſe preſents doth demiſe, &c. unto the ſaid *C. D.* his Executors and Aſſigns, &c. all that his Rectory or Parſonage of *E.* in the ſaid County of, &c. with all and ſingular Houſes, Glebe-Lands, with all and ſingular the Appurtenances, ſet, lying, and being in aforeſaid, together with all manner of Tythes, as well perſonal as predial, and all Oblations, Profits, and Commodities, growing, ariſing, or yearly coming, in or out of the ſaid Rectory or Parſonage, (the Profits ariſing and coming, by reaſon of or for any burial of Corpſe unto the ſaid Parſon, only excepted, and to the ſaid Parſon always reſerved): To have and to hold, and enjoy the ſaid Rectory or Parſonage of *E.* with the Houſes and Glebe-Lands thereunto belonging, together with all and ſingular the Tythes of Corn, Grain, and Hay, and privy Tythes, Offerings, Oblations, and all other Profits and Commodities, coming, growing, or yearly ariſing, or of right belonging to the ſaid Rectory or Parſonage, (except before excepted) unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, from the day of the making hereof, for and during ſo long time as the ſaid *A. B.* ſhall remain in his natural life, yielding and paying therefore yearly unto the ſaid *A. B.* or to his Aſſigns, the Sum of &c. of lawful money, &c. at the Four uſual Feaſts in the year; That is to ſay, At the Feaſt of, &c. by even and equal portions. In Witneſs, &c.

Conſideration.

Demiſe.

Habend.

Reddend.

And for non-payment a Clauſe for Re-entry.

PRovided it is Covenanted, granted, and agreed, by and between the ſaid parties by theſe preſents; That the ſaid *A. B.* for himſelf, &c. doth Covenant and grant, to and with the ſaid *C. D.* his Executors, &c. not only from time to time from henceforth during the ſaid term, ſerve or ſay within the ſaid Pariſh-Church of *E.* all manner of Divine Service, and adminiſter unto the Pariſhioners there, all manner of Sacraments, and Sacramental Duties, during this preſent Leaſe, or elſe ſhall at his proper Coſts and Charges, find a lawful and ſufficient Prieſt or Miniſter in his ſtead or place, which from time to time, during the time aforeſaid, ſhall well, truly, and lawfully execute, accompliſh, and perform, and do the ſame, in ſuch manner and

Parſon Covenants to ſerve and perform his Duty.

and form as the said *A.* ought to do. But also to exonerate and discharge the said *C.* his Executors or Assigns, of and from all other Charges, Tenths, Subsidies, Proxies: And also all manner of Dilapidations, and all other Incumbrances, as well ordinary as extraordinary, due or going out of the Rectory or Parsonage, or wherewith the same may be charged or chargeable to our Soveraign Lord the King, his Heirs, or Successors, or to the Ordinary, or to any other person or persons whatsoever, during the time aforesaid. And the said *C. D.* doth for his, &c. Covenant, &c. that he the said *C.* shall yearly, and every year, deliver or cause to be delivered at the Feast-day of the Nativity of our Lord God, 8 Bushels of good, clean, and Merchantable Wheat. And further, that neither he, nor his Executors, or Assigns, shall surrender or leave up into the hands of the said the said Rectory or Parsonage, but shall hold the same for and during the term aforesaid, and also shall and will, during all the said time, well and sufficiently repair the said Parsonage-Houses, and all Edifices thereunto belonging, and the same so sufficiently repaired and amended at the end, or other determination of this present Lease, shall leave and yield up. And the said *A. B.* for him, &c. doth Covenant, &c. to and with the said *C. D.* by these Presents, that he the said *A.* will, during his natural life keep and hold the said Rectory or Parsonage in his own Right and Title, and shall not surrender or resign the same unto the Patron or Ordinary, nor do any Act or Thing, whereby he may forfeit, or be legally deprived of the same. In Witness, &c.

To exonerate the Lessee.

Lessee bound for delivery of Wheat to the Lessor.

Lessor not to surrender or resign, &c.

A Lease of a Mannor for years, with several Reddendums.

Demise.

THis Indenture, &c. between *R. B.* of *S.* in the County of *Y.* Esq; on the one part, and the Right Honourable *G.* Earl of *S.* of the other part, Witnesseth, That the said *R. B.* for divers and sundry good causes and considerations him thereunto moving, hath demised, granted, set, and to Farm-let, and by these presents doth demise, &c. unto the said Earl and his Assigns, all that his Seigniory or Lordship of *S.* and the Rectory and Church of *S.* with all their Rights, Members, and Appurtenances whatsoever, in the said County of *Y.* and the View of Frank-pledg to be holden within the said Mannor, and all Fairs and Markets to be holden from time to time, within the said Mannor or Town of *S.* and one passage over the Water of *O.* near unto *S.* aforesaid, with all Houses, Mills, Lands, Tenements, Rents, Reversions, and Services, Tythes, Court-Leets, View of Frank-pledg, Franchises, Liberties, Priviledges, Royalties, Commodities, Waters, Fishing, and other Hereditaments whatsoever, in the Town, Field, Hamlets, or Territories of *S.* aforesaid, *S.* and *Y.* or any other place within the said County of *Y.* to the said Mannor, Seigniority, or Lordship, or Rectory, or any of them, by any ways or means belonging or appertaining, or as part, parcel, or member of them, or any of them, heretofore had, taken,

taken, known, accepted, reputed, or uſed: And all that Site and Precinct of the late diſſolved houſe or Monaſtery of *S.* aforeſaid: And all that his Park called *S.* Park, and all other his Meſſuages, Lands, Tenements, Liberties, Franchiſes, Commodities, Fairs, Markets, and Hereditaments whatſoever, ſituate, lying, and being, perceived, had, or uſed within the Town, Fields, or Pariſh of *S.* aforeſaid. And alſo all thoſe his ſeveral Mannors of *S.* and *A. S.* or to either of them appertaining or belonging, or being, accepted, reputed, known, or taken to be, as part, parcel, or member of them, or either of them; And all thoſe his Mannors, Seigniories, or Lordſhips of *F.* and *L.* with their Rights, Members, and Appurtenances in the ſaid County of *T.* and all and ſingular the Meſſuages, Cottages, Lands, Tenements, Meadows, Leaſowes, Cloſes, Paſtures, Feedings, Woods, Under-Woods, Rents, Reverſions, Services, Court-Leet, View of Frank-pledge, and Profits of Court-Leets, and other Hereditaments whatſoever, to the ſaid ſeveral Mannors, Seigniories, or Lordſhips, of *F.* and *H.* or either of them, belonging or appertaining, lying, reputed, accepted, or taken, as part, parcel, or member of the ſame, or any of them. And all other the Lands, Tenements, and Hereditaments of the ſaid *R. B.* ſituate, lying, and being, perceived, or uſed, in the Towns, Villages, or Hamlets, of *F.* and *H.* or in any or either of them, in the ſaid County of *T.* (except and at all times foreprized) out of this preſent Leaſe and Grant, all ſuch Lands, Grounds, and Hereditaments in *F.* aforeſaid, as *J. C.* Eſq; did lately purchaſe of the ſaid *R. B.* for the Sum of, &c. And the ſaid *R. B.* hath alſo demiſed, granted, &c. and by theſe Preſents doth demiſe, grant, &c. unto the ſaid *E.* all his Reverſion and Reverſions, of all and ſingular the ſaid ſeveral Mannors, Rectory, Meſſuages, Cottages, Lands, Tenements, Tithes, Woods, Under-Woods, Franchiſes, Liberties, Hereditaments, and other the Premiſſes here before demiſed (except before excepted;) together with all manner of Rents reſerved upon all and every Leaſe, Demiſe, or Grant, made of the ſaid Mannors, Rectory, Meſſuages, Tithes, Lands, Hereditaments, and other the demiſed Premiſſes, except as aforeſaid; To have and to hold the ſaid ſeveral Mannors, together with the Site and Precinct of the ſaid late diſſolved Monaſtery, and all and ſingular other the ſaid Rectory, Tithes, Meſſuages, Lands, Grounds, Hereditaments, and all and ſingular the other demiſed Premiſſes, with the Appurtenances, (except before excepted) unto the ſaid *E.* his Executors and Aſſigns, from the day of the date of theſe Preſents, for and during, and unto the full end and term of, &c. years, fully to be compleat and ended, yielding and paying therefore yearly, and every year during the ſaid term, to the ſaid *R. B.* during his life, if he ſhall ſo long live; and after his deceaſe, then to ſuch perſon or perſons, his or their Heirs, to whom the Reverſion and Inheritance of the ſaid ſeveral Mannors, Lands, &c. doth or ſhall appertain, the ſeveral yearly Rents hereafter ordained and limited: That is to ſay, For the ſaid Mannor or Lordſhip of *S.* and the ſaid Site, Circuit, and Precinct of the ſaid late diſſolved Monaſtery, Rectory, and Church of *S.* and all other the demiſed Premiſſes in *S. T.* and *T.* aforeſaid, the yearly Rent or Sum of, &c. And for the ſaid Mannors of *S.* and *A. S.* and other the ſaid Grounds, Lands, &c. in

Exception.

Habend.

Reddendum.

S. and *A.S.* aforeſaid, the yearly Rent or Sum of &c. And for the ſaid Mannors of *F.* and *H.* aforeſaid, and other the demiſed Premiſſes in *F.* and *H.* aforeſaid, the yearly Rent or Sum of &c. of lawful money of *England*, at two days or Feaſts in the year: **That is to ſay**, at the Feaſt of &c. by even portions. **And** if, and as often as it ſhall happen or fortune the ſaid ſeveral yearly Rents before hereby reſerved, or any of them to be behind and unpaid, in part, or the whole, by the ſpace of 20 days, next after either of the ſaid Feaſt-days of payment, at which the ſame ought to be paid; that then, and ſo often it ſhall and may be lawful, to and for the ſaid *R. B.* during his life; and after his deceaſe, to ſuch perſon or perſons, to whom the Reverſion or Inheritance of the demiſed Premiſſes doth or ſhall then appertain, into the ſaid demiſed Premiſſes, to enter and diſtrain, *&c.*

A Covenant of the Leſſor, for the quiet enjoyment and diſcharge of all former Incumbrances.

Excepted and always foreprized, all and every Leaſe and Leaſes made of the ſaid demiſed Premiſſes, or of any part and parcel thereof, for the term of 21 years or under, and not above, whereupon the Rent moſt uſually paid for the ſame, within the ſpace of &c. years laſt paſt, or more is reſerved, the ſame being paid yearly, during the continuance of ſuch Leaſe or Leaſes. **And** except alſo one Leaſe made by the ſaid *R.B.* of one parcel of the demiſed Premiſſes, unto one *B.* for 40 years. **And** except alſo the Right and Title of Dower of *E.* the Daughter of &c. whom the ſaid *R. B.* heretofore eſpouſed and took to wife. **And** except alſo all Rents and Services from henceforth to be due or payable, and not before due for the demiſed Premiſſes, or any part or parcel thereof, unto our Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors, and other the Lord and Lords of the Fee or Fees thereof.

A Covenant by the Leſſor, for further aſſurance.

And furthermore, The ſaid *R. B.* for him &c. doth covenant &c. to and with the ſaid *E*, his Executors, &c. by theſe preſents, That the ſaid *R.B.* ſhall and will at all and every time and times hereafter, when and as often as he ſhall be thereunto reaſonably required by the ſaid *E.* his Executors or Aſſigns, and at the Coſts and Charges in the Law of the ſaid *E.* his Executors, &c. by his ſufficient Deed or Deeds indented, make unto the ſaid *E.* his Executors and Aſſigns, being in poſſeſſion of the ſaid demiſed Premiſſes, by force of theſe preſent Indentures, ſuch Leaſe and Leaſes,

Demiſe

Demiſe or Demiſes, Grant or Grants of the ſaid ſeveral Mannors, Rectory, Lands, Tenements, Hereditaments, and other the ſaid demiſed Premiſſes, for the term and ſpace of twenty one years, from the day of the date of every of the ſame Indentures, or Deeds indented, ſo thereof to be made as aforeſaid, as by the ſaid *E.* his Executors or Aſſigns, or by his or their learned Counſel, ſhall be reaſonably adviſed or deviſed. **And** that in and by the ſame, all and every ſuch new Leaſe or Leaſes there ſhall be reſerved, the ſeveral Rents aforeſaid, and the ſame to be paid yearly, in ſuch manner and form as is limited in and by theſe preſents, and that therein alſo ſhall be contained ſuch like Covenants, Grants, Exceptions, Reverſions, and Agreements, in effect and ſubſtance as be contained in theſe Indentures, and not otherwiſe, nor in any other manner and form: **In Witneſs whereof,** &c.

A Leaſe of a Mannor, with a Covenant that the Land only by Diſtreſs, and not the perſon of the Leſſee ſhall be liable to the Rent reſerved.

This Indenture, made, &c. Between *A. B.* of &c. Gent. of the one part, and *C. D.* of &c. of the other part, **Witneſſeth,** That the ſaid *A. B.* hath demiſed, &c. the Mannor of *S.* &c. to the ſaid *C. D.* his Executors, &c. **To have and to hold** to the ſaid *C. D.* his Executors, &c. for 21 years, yielding and paying therefore yearly the ſum of &c. at the two Feaſts of &c. **Provided always,** and it is ſo concluded and agreed, by and between the ſaid parties, for themſelves and either of them, their and either of their Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents. **And** the ſaid *A. B.* for him, &c. doth covenant, &c. to and with the ſaid *C. D.* his Executors and Aſſigns, by theſe preſents, that neither the reſervation of the ſaid Rent, nor any thing in theſe preſents contained, ſhall by any ways or means, extend to charge the perſon of the ſaid *C. D.* his Executors or Aſſigns, by occaſion of Debt, or any other ways, with or for the ſaid yearly Rent, but only to charge the ſaid ſeveral Mannors, and other the Premiſſes, by way of Diſtreſs for non-payment of the ſaid Rent before reſerved, and not otherwiſe.

A Covenant like to that in the former Precedent for renewing of Leaſes of the Premiſſes.

In Witneſs, &c.

A ſhort Leaſe of Lands for a Term, the Rent to be paid after the Leſſors deceaſe to his Heir in tail.

THis Indenture, &c. Between *A. B.* of &c. Gent. of the one part, and *C.D.* of &c. of the other part, Witneſſeth, That the ſaid *A. B.* for divers good cauſes, &c. hath demiſed, granted, &c. unto the ſaid *C. D.* all that the Manor of *S.* with the Appurtenances, &c. To have and to hold &c. unto the ſaid *C.D.* and his Aſſigns, for and during the term of 21 years, &c. yeilding therefore yearly, during the ſaid term unto the ſaid *A.B.* and to the Heirs of the body of the ſame *A. B.* which he ſhall hereafter have and beget, of ſuch Woman as he ſhall hereafter marry and take to Wife: and for default of ſuch Iſſue, then to *R. B.* his Aſſigns and Aſſigns, the old and accuſtomed Rent, at ſuch days and times as the ſame hath been accuſtomed to be paid, &c.

A Leaſe of a Houſe in London.

Conſideration. THis Indenture made, &c. Between *D. F.* of *W.* in the County of *S.* Widdow, and *J.S.* of *W.* aforeſaid, Gent. of the one part, and *D.T.* Cit. and H. of *L.* of the other part, Witneſſeth, That the ſaid *D.* and *J. S.* for and in conſideration of the ſum of 100 l. of currant Engliſh money, to them in hand paid by the ſaid *T.T.* at and before the enſealing and deliv-
The Demiſe. ery of theſe preſents, the Receipt whereof they do hereby acknowledg, and themſelves therewith ſatisfied, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid *D. T.* his Executors and Adminiſtrators, and every of them by theſe preſents, have demiſed, granted, ſet, and to farm letten, and by theſe preſents, do demiſe, grant, ſet, and to farm-let unto the ſaid *D. T.* all that Meſſage or Tenement, with the Appurtenances ſituate, lying and being in *C.* commonly called or known by the name of *R.* now in the Tenure or Occupation of the ſaid *D. T.* Together with all Shops, Cellars, Sollers, Chambers, Rooms, Eaſements, Commodities, and Appurtenances whatſoever, to the ſaid demiſed Meſſuage or Tenement be-
Habend. longing, or in any wiſe appertaining: To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes, with the Appurtenances and every part and parcel thereof to the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of the Annunciation next coming after the date hereof, unto the end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, yeilding and paying therefor yearly unto the ſaid *D. F.* for ſo many years of the ſaid Term, as ſhe ſhall
Reddend. live; And then afterwards to the ſaid *J. S.* his Heirs and Aſſigns, during the ſaid

ſaid Term, the yearly Rent of 30 *l.* of currant Engliſh money, at the four uſual Feaſts or Terms in the year: That is to ſay, At the Feaſt of the Nat. of St. *John Bapt.* St. *M.* the Arch. the Birth of, &c. and the Annun. by even and equal portions. And if it ſhall happen the ſaid yearly Rent of 30 *l.* to be behind, unpaid in part or in all, by the ſpace of 14 days next after any of the ſaid Feaſts, at which as aforeſaid, the ſame ought to be paid: Or if the ſaid *D. T.* his Executors or Adminiſtrators, ſhall or do, at any time hereafter, let, aſſign, or ſet over any part or parcel of the ſaid Meſſuage or Tenement, or any part thereof, to any perſon or perſons whatſoever, without the ſpecial Licence of the ſaid *D. F.* and *I. S.* their Heirs or Aſſigns, or ſome of them in Writing, under her, his, or one of their Hands and Seals. *Clauſe for Re-entry.* And further, If the ſaid *D. T.* his Executors, Adminiſtrators, or Aſſigns, ſhall alter and change any part of the ſaid Meſſuage or Tenement, to or for the weakning or impairing of the ſame, or ſhall remove any principal Timber or Supporters of the ſaid Meſſuage or Tenement without the leave and conſent of the ſaid *D. F.* and *I S.* their Heirs or Aſſigns, or ſome of them firſt had and obtained in writing under their hands, that then and ſo often it ſhall and may be lawful to and for the ſaid *D. F.* and *I. S.* their Heirs and Aſſigns, into the ſaid demiſed Premiſſes, and into every part thereof, to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as her, his, or their former Eſtate, this preſent Indenture of Leaſe, or any thing therein contained, to the contrary therein, in any wiſe notwithſtanding. *Covenant for Reparations.* And the ſaid *D. T.* doth covenant, promiſe, and grant, for him, his Executors, Adminiſtrators, and Aſſigns, to and with the ſaid *D. F.* and *I. S.* their Heirs and Aſſigns by theſe preſents, that he the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, at his and their proper coſts and charges, the Meſſuage or Tenement here before by theſe preſents demiſed, with the Appurtenances, ſhall and will repair, ſuſtain, ſupport, amend, and maintain: and all the Privies, Sieges, and Wydraughts, of or belonging to the Premiſſes, and the Glaſs Windows; as alſo the Pavements as well within the ſaid Meſſuage, as without in the high Street, before, or belonging to the ſame, ſhall at his, or their like Coſts and Charges, well and ſufficiently repair, purge, ſcour, pave, glaze, cleanſe, amend, and maintain, from time to time, as often as need ſhall require, during the ſaid term. And furthermore, the ſaid *D. T.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *D. F.* and *I. S.* their Heirs and Aſſigns by theſe preſents, That he the ſaid *D. T.* will at his own proper coſts and charges, before the Feaſt day of St. *M.* the Arch. next coming, after the date hereof, lay out and beſtow upon the repair of the above demiſed Premiſſes, the ſum of 40 *l.* of currant Engliſh money, in ſuch place and places, part and parts thereof, as the Work-men aſſigned and appointed by the ſaid *D. F.* and *I. S.* or one of them, or the Heirs or Aſſigns of them, or one of them, ſhall order and appoint him, his Executors or Aſſigns, to beſtow the ſame. And the ſaid Meſſuage or Tenement, and Premiſſes, ſo well and ſufficiently repaired, paved, ſcoured, cleanſed, glazed, purged, ſuſtained, and amended, together with all the Wainſcot in any part of the Premiſſes, now being or

remaining, with all Doors, Locks, Keys, Glaſs, and Glaſs-Windows, in or about the ſaid Meſſuage or Tenement, and Premiſſes, in good ſufficient and tenantable Reparations, at the end of the ſaid term, or any other determination of this Leaſe, ſhall leave and yield up unto the ſaid *D.F.* and *J.S.* or one of them, their or one of their Heirs or Aſſigns. And the ſaid *D.T.* doth covenant, promiſe, and grant, for him, his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, that it ſhall and may be lawful to, and for the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns, with Workmen, and others, to have and take free liberty of ingreſs, egreſs, and regreſs, in and to, and from the above demiſed Premiſſes, and every or any part thereof, four times a year yearly, during the ſaid term, to view, ſearch and ſee, whether the ſaid Meſſuage or Tenement, and Premiſſes, be well and ſufficiently repaired, cleanſed, ſcoured, paved, amended, and maintained, as the ſame ought to be, by the true meaning of theſe Preſents, or not, and to give or leave warning in writing at the ſaid demiſed Premiſſes, to and for the ſaid *D. T.* his Executors or Aſſigns, to repair and amend the defaults therein ſpecified within three months then next enſuing. And it is further agreed, and the ſaid *D. T.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid *D. F.* and *J. S.* their and either of their Heirs and Aſſigns by theſe preſents, to pay all manner of Taxes, Aſſeſſments, Quit-rents, and Duties whatſoever, which ſhall grow due from the demiſed Premiſſes, during the ſaid term hereby leaſed. And the ſaid *D.F.* and *J.S.* do for themſelves, their Heirs Executors, Adminiſtrators, and Aſſigns, reſpectively, and for every of them, covenant, promiſe, and grant, to and with the ſaid *D.T.* his Executors, Adminiſtrators, and Aſſigns, and with every of them, by theſe preſents, that he the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, paying the ſaid yearly Rent of 30 *l.* reſpectively and ſucceſſively in manner and form aforeſaid, and doing and performing all the other Covenants, Grants, Articles, Conditions, and Agreements above in theſe preſents declared and ſpecified, which on his and their parts and behalf, are to be performed and kept, ſhall or may, according to the true meaning of theſe preſents, peaceably and quietly have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, and all and ſingular the demiſed Premiſſes, with the Appurtenances, without any let, trouble, or interruption of the ſaid *D. F.* and *J. S.* or either of them, their, or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, by, from, or under her, his, or their Right, Title, or Intereſt, during the ſaid term of 21 years, by theſe preſents granted: In Witneſs, &c.

A Covenant to come into the Premiſſes to view Reparations.

A Covenant that the Leſſee ſhall enjoy the Premiſſes.

A Leaſe of Lands revocable upon payment of a ſum of money to a Daughter.

THis Indenture, &c. Between *R.R.* of *R.* in the County of *L.* Eſq; of the one part, and *I.C.* of &c. Eſq; and *A.H.* of &c. in the ſaid County of the other part, **Witneſſeth**, That the ſaid *R.* as well for and in conſideration of the natural love and affection which he hath and beareth unto *M.R.* one of the Daughters of the ſaid *R. R.* as yet unpreferred in marriage, and for raiſing of a competent marriage portion to and for the ſaid *M.* in caſe ſhe ſhould ſurvive the ſaid *R.* and be unmarried at the time of his death, or do marry with his conſent and good liking in his life time, as alſo for divers other good cauſes and conſiderations him thereunto eſpecially moving, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe unto the ſaid *I. C.* and *R. H.* All that the ſite and capital Meſſuage called by the name of *B.* and all Out-houſes, Barns, Stables and other Edifices and Buildings, Yards, Orchards, Gardens, Tofts, Crofts, Curtilages, Lands, Tenements, Meadows, Leaſowes, Paſtures, Feedings, Woods, Underwoods, Ways, Waters, Water-courſes, Fiſhings, Ponds, Pools, Commons, Common of Paſture, Moſs-room Heath, Turbary, Profits, Commodities, and Emoluments, with their, and every of their Appurtenances whatſoever, to the ſaid Capital Meſſuage, and Site belonging, or in any wiſe appertaining, or with the ſame heretofore uſed, occupied, or enjoyed, or accepted, exerced, known, or taken, as part, parcel, or member of the ſame, containing by eſtimation, 70 Acres of the large meaſure, or thereabouts, be the ſame more or leſs, all and ſingular which ſaid Site, Capital Meſſuage, and other the Premiſſes, with their, and every of their Appurtenances, are ſituate, lying and being in *R.* in the ſaid County of *L.* and are now in the Tenure or Occupation of the ſaid *R.R.* or his Aſſignee or Aſſignees, being alſo parcel of his Inheritance. **And** the ſaid *R.R.* for the conſideration aforeſaid, hath alſo demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe, &c. unto the ſaid *I.C.* and *A.H.* and *R. H.* all thoſe ſeveral Cloſes, and parcels of Ground, with their Appurtenances hereafter particularly mentioned, **That is to ſay**, &c. with all manner of Ways, Entries and Paſſages, to and from the ſaid Cloſes and parcels of Ground, ſeverally and reſpectively belonging, Waters, Water-courſes, &c. with their, and every of their Appurtenances whatſoever, to the ſaid ſeveral Cloſes of Ground, and every, or any of them belonging or appertaining, all and ſingular which ſaid Premiſſes, laſt mentioned to be demiſed, are ſituate, lying and being in the Town, Territories, Liberties, Hamlets, or Fields of *C.* and *R.* in the ſaid County of *L.* and now are, or lately were in the Tenure or Occupation of the ſaid *R.R.* or of his Aſſignee or Aſſignees, and are parcel of his Inheritance. **To have and to hold** all and ſingular the ſaid ſeveral Cloſes, and parcels of Ground, and all other the demiſed Premiſſes, with their Appur-

Conſideration.

Demiſe.

Habend.

tenances, unto the ſaid *I. C.* and *A. H.* and *R. H.* and to the Survivors and Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of the Survivors and Survivor of them, from and immediately after the death of the ſaid *R. R.* for, and during, and until the full end and term of ten years from thence next following, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid Term, unto the ſaid *R. R.* his Heirs and Aſſigns, one Pepper-Corn, only at the Feaſt of St. *M.* in Winter, (if it ſhall be lawfully demanded) for all Rents, Suits, Services and Demands whatſoever. **Provided always**, and the true intent and meaning of this preſent demiſe and grant, and of the parties thereunto is, That they the ſaid *I. C.* &c. and the Survivors and Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of the Survivor of them, being hereby nominated and appointed Leſſees in Truſt and Confidence, ſhall out of the yearly Rents, Iſſues, Profits, and Emoluments of the ſaid demiſed Premiſſes, with the Appurtenances, well and truly pay, or cauſe to be paid, unto the ſaid *M.* or her Aſſigns, yearly, and every year, until the ſum of 200 l. of lawful, &c. be ſatisfied and paid, after the rate or ſum of 40 l. a year, of like lawful Engliſh money, at two Feaſts or Days of payment in every year; That is to ſay, at the Feaſt of, &c or within twenty one days after either of the ſaid Feaſts, by even portions, at the South-Porch of the Pariſh-Church of *W* in the ſaid County. **Provided alſo nevertheleſs**, That if the Heirs or Aſſigns of the ſaid *R. R.* do, and ſhall well and truly pay, or cauſe to be paid, to the ſaid *M. R.* or her Aſſigns, at the place of payment aforeſaid, the ſaid yearly ſum of 40 l. until the ſaid ſum of 200 l. be fully ſatisfied and paid as aforeſaid, at the ſeveral Feaſts and times limited for payment thereof, and in ſuch manner and form as is before declared, that then they the ſaid *J. C.* &c. and the Survivors and Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of the Survivor of them, ſhall utterly, and for ever be barred and excluded from any further occupation or intermedling with the ſaid demiſed Premiſſes, or any part or parcel thereof, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. **Provided further**, that if the ſaid *R. R.* do, or ſhall at any time, during his natural life, pay or tender, or cauſe to be paid and tendred, unto the ſaid *I. C. A. H.* and, &c. or to any of them, or the Survivors of them, or to the Executors, Adminiſtrators, or Aſſigns of the Survivors of them, the ſum of 12 d. of lawful, &c. and thereupon do immediately declare and ſignifie in the preſence of two or more credible Witneſſes, That his intent and meaning is, by the Tenor thereof, to have this preſent Demiſe and Grant to be for ever, in all Conſtructions fruſtrate and void: Or if the ſaid *M. R.* ſhall in the life time of the ſaid *R. R.* enter marry with any perſon, without the good liking and conſent of the ſaid *R. R.* that then, and from thenceforth, after ſuch payment, or tender of twelve pence, with the intent, and in ſuch manner and form as aforeſaid, and for ever after, this preſent Demiſe and Grant, and every Clauſe, Sentence, and word therein contained, ſhall ceaſe, determine, and be utterly void, fruſtrate, and of none effect, to all Intents, conſtructions and Purpoſes, as though the ſame had never been acted, intended, or done; any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding: In Witneſs.

The truſt declared.

A Proviſo upon payment of 40 l. yearly, till 200 l. be paid, this demiſe to end.

And alſo upon tender of 12 d. to the Court.

Or the Daughter marry without her Fathers conſent.

A.

A Re-demiſe of a Meſſuage.

THis Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: Witneſſeth, That whereas the ſaid *C. D.* by his Deed indented, under his Hand and Seal, bearing Date, &c. hath bargained, ſold, demiſed, and to farm-letten unto the ſaid *A. B.* his Executors, &c. all that Meſſuage or Tenement, &c. Situate, &c. To have and to hold the ſaid Meſſuage or Tenement, &c. with all and ſingular the Appurtenances from the date of the ſaid Indenture, for, and during the term of ninety nine years, under the yearly Rent of one Pepper-Corn. As by the ſaid recited Indenture, relation thereto being had, more at large appeareth. Now this Indenture Witneſſeth, That the ſaid *A. B.* for divers good Cauſes and Conſiderations him thereunto moving. Hath bargained, ſold, aſſigned, and to Farm-letten; And by theſe preſents doth bargain, ſell, aſſign, and to farm-lett, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement, with the Appurtenances, and the Reverſion and Reverſions, Rents, Iſſues and Profits, of all and ſingular the ſaid Meſſuage and Premiſſes, and of every part and parcel thereof. To have and to hold the ſaid Meſſuage or Tenement, with the Appurtenances thereof unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of theſe preſents, unto the end and term of eighty eight years, from thence next enſuing, and fully to be compleat and ended. Provided always, and theſe preſents are upon this condition, nevertheleſs, that if the ſaid *C. D.* his Heirs, &c. do not, or ſhall not from henceforth yearly, and from year to year, for, and during the natural lives of *R. B.* and *S. B.* Children of the ſaid *A. B.* and the longer liver of them (if the ſaid Leaſe do ſo long continue,) well and truly pay, or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the ſum of, &c. of lawful money of *England*, on the Feaſt days of, &c. by even and equal portions. At or within the Porch of the Church, &c. without any deduction, allowance, abatement, or defalcation whatſoever. That then, and from thenceforth this preſent Leaſe of the ſame Premiſſes ſhall ceaſe, determine, and be utterly void, and of none effect, to all Intents and purpoſes, as if theſe preſents had never been made: And then, and at all, and any time afterwards; It ſhall and may be lawful, to, and for the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, or any of them, to enter into, and upon the ſaid Meſſuage or Tenement, and Premiſſes, and into every part and parcel thereof, in the name of the whole. And the ſame to have again, repoſſeſs and enjoy, as in his or their firſt and former eſtate, and the ſaid *C. D.* his Executors, &c. and all Occupiers of the Premiſſes thereout, and from thence utterly to expel, put out, and amove, this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *C. D.* for him, his Execu-

Recital of the Demiſe.

tors,

tors, &c. doth Covenant, Promiſe and Grant, to and with the ſaid *A. B.* his Executors, &c. by theſe preſents, That he the ſaid *C. D.* his Heirs Executors, &c. or ſome of them, ſhall and will, from time to time, and at all times hereafter, during the natural lives of the ſaid *R. B.* and *S. B.* Children of the ſaid *A. B.* and the lives of the longer liver of them (if the ſaid Leaſe ſhall ſo long continue,) well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, the ſaid annual Sum or yearly payment of, &c. of lawful Money of *England*, at the days, times and place above mentioned for payment thereof, in manner and form aforeſaid, without making default of payment, of, or in any one payment thereof. And without any deduction, allowance, abatement, or defalcation whatſoever. And that he the ſaid *C. D.* his Executors, &c. ſhall from time to time, during the natural lives and life of the ſaid *R. B.* and *S. B.* well and ſufficiently repair, uphold, ſupport, ſuſtain, amend, maintain, and keep the ſaid Meſſuage, &c. in, by, and with all, and all manner of needful and neceſſary Reparations and Amendments whatſoever.

A Leaſe of divers parcels of Land with Reſervation of ſeveral Rents, and the Leaſe to Commence as the parcels ſhall come to the Tenants hands, and not to forfeit it.

THis Indenture made between *A. B.* and *C. D.* on the one part, and *E. F.* on the other part: Witneſſeth, That the ſaid *A. B. C. D.* in
Demiſe. conſideration, &c. Have Demiſed, &c. all that Meſſuage, Lands, Tenements, and Hereditaments in, &c. now or late in the Tenure or Occupation of, &c. for the yearly Rent of, &c. To have and to hold every ſuch part
Habend. and parcel of the Premiſſes, whereof or wherein any perſon or perſons now have any lawful Leaſe, for term of years, yet not expired or determined, to the ſaid *E. F.* his Executors and Aſſigns, from and immediately after that the ſame parcel ſhall or ought to come to the hands or poſſeſſion of the ſaid *A. B. C. D.* their Executors and Aſſigns, by Surrender, Forfeiture, Expiration of the ſaid term, or otherwiſe, unto the end of the term of 21 years, then next following, and fully to be, &c. And to have and to hold the reſidue of all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *E. F.* his Executors and Aſſigns, from the Feaſt of &c. unto the end &c. Yielding and paying ſeverally yearly during any of the ſaid terms, unto the ſaid *A. B.* and *C. D.* their Aſſigns, the ſeveral
Reddend. Rents hereafter mentioned, and in manner and form hereafter declared, viz. for the Premiſſes before mentioned, &c. at two Terms or Feaſts of the year, *viz.* at the Feaſt of &c. by even portions: The payment of every the ſaid Rent to begin and be made at ſuch of the ſaid Feaſts, as ſhall happen and come firſt, after that the Premiſſes, for which the Rent is by

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theſe Preſents preſerved, ſhall or lawfully ought to come to the poſſeſſion and occupation of the ſaid *E.F.* his Executors or Aſſigns, by vertue of theſe Preſents. And if it ſhall happen the ſaid ſeveral yearly Rents and Farms, or any of them, to be then unpaid, or any part thereof, by the ſpace of days, next after any of the Feaſt days, wherein, as is aforeſaid, the ſame or any of them ought to be made, then and ſo often it ſhall be lawful to the ſaid *A.B.* and *C.D.* their Heirs, Executors and Aſſigns, or any of them, into the ſaid Premiſſes, for the ſame Rent as is to be reſerved, to enter, &c. the Tenant covenant to repair and amend all the Houſes, Edifices, Building, ſtanding, or being of, in, or upon the Premiſſes, or any part thereof, by theſe Preſents demiſed, at and from ſuch time as the Intereſt and Terms of years of the ſaid *E.F.* of and in the ſame part, commence and begin, in and with all manner of neceſſary and needful reparations, for and during the ſaid term of the ſaid *E. F.* of and in the Premiſſes; and all out his and their coſts and charges, ſhall cauſe all the Hedges, &c. The Lord doth covenant, That it ſhall be lawful unto the ſaid *E. F.* his Executors and Aſſigns, at all times during any Eſtate and Term made or created by theſe preſents, to fell, cut down, and take in and upon the Premiſſes, whereof the ſame Eſtate and Term of years is made or created, ſufficient, &c. if it be there to be had, in and upon the ſame Premiſſes, during the ſaid term and Eſtate, there to be done, and not elſewhere, &c. In Witneſs, &c.

For non-payment, the Leſſor to enter.

To fell Timber for Reparation.

Letters

Letters of Attorney.

To sue for a Debt due by a Bill of Exchange, to the Attorneys own use, with a Covenant that the Debt is undischarged.

Consideration. *Assignment.* TO all to whom these presents shall come, *G. L.* of *L.* Merch. send-eth Greeting. Know ye, That I the said *G.* for divers good causes and considerations me thereunto especially moving, Have ordained, assigned and deputed, and by these presents do ordain, assign, and depute, and in my place put, my welbeloved Friend *A. S.* Cit. and *G.* of *L.* my true and lawful Attorney irrevocable, to demand, levy, recover, and receive in my name and stead, to the only proper use and behoof of the said *A. S.* of one *M. W.* Cit. and *D.* of *L.* his Heirs, Executors, or Administrators, the Sum of 100 *l.* of good and lawful money of *England*, in which said Sum the said *M. W.* is indebted to me by the said *G.* by a certain Writing or Bill of Exchange, bearing date at *L.* the &c. Know ye also, That I the said *G.* have by these presents given and granted to my said Attorney, my full and whole authority, for default of payment of the said Sum, or any part or parcel thereof, him the said *M. W.* his Heirs, Executors, or Administrators, by their Bodies to Arrest and Imprison, and out of Prison again to deliver and release, and the Goods and Chattels, Land and Tenements of him the said *M. W.* his Heirs, Executors, or Administrators, to the use and behoof of the said *A. S.* in my name and stead, to cause to be attached, seised or extended, and pleas, prosecutions, and suit whatsoever, against the said *M. W.* his Heirs, Executors, or Administrators, or any of them, or against the Goods, Chattels, Credits, and Debts of the aforesaid *M. W.* for the Debt aforesaid, in my name and place, to commence, maintain, and prosecute in any Court or Courts, and before what Judge or Judges soever, as firm and lawful ways and means as the Laws of the Land will permit. And upon recovery and receipt of the said money, or any part thereof, Acquittance or Acquittances, Release or Releases, or other discharge, in my name and stead, to seal and deliver, and one or more Attorney or Attorneys under him to substitute, and at his will again to revoke, and further to do, &c. Ratifying, &c. and I the said *G. L.* do further covenant and grant, for me, my Executors, and Administrators, to and with the said *A. S.* his Executors and Administrators, by these presents, That the said Writing or Bill of Exchange is in full strength and validity, and

Grant of Authority.

and that I the said *G. L.* before the making of these Presents, have not remitted nor any way released the said Debt, nor any part or parcel thereof. And that he the said *A. S.* his Executors, Administrators or Assigns, shall or may have and enjoy all and singular Sums of mony and other profits whatsoever, which by vertue or pretext of the said Writing or Bill of Exchange shall happen to be levied to the proper use and behoof of the said *A. S.* his Executors or Administrators without any accompt to be given or rendred by him for the same. **In Witnesse**, &c.

To deliver a Deed.

BE it known unto all men by these presents, That **Whereas** I *A. B.* of *C.* in the County of *S.* Gent. *J. L.* Gent. and *S.* his Wife, and Sister of the said *A. B.* have set our Hands and Seals to a Writing hereunto annexed, mentioning, that we have granted to *E. S.* Esquire, certain Tythe, Lead-Oar, within the high Park, or elsewhere, within the County of *D.* which Tythe was granted unto us the said *A. B.* and *S.* my said Sister by Sir *F. L.* Kt. for certain years yet to come and unexpired, as by the said writing hereunto annexed appeareth. **Now know ye**, That we the said *A. B. J. L.* and *S.* his wife, have, constituted, ordained, and made, and in our stead and place by these presents have put, our welbeloved Friends *H. M.* and *N. O.* our true and lawful Attorneys, for us, and in our names, joyntly and severally to take possession of the said Tythe, Lead-Oar, or of some part thereof in the name of the whole, by claiming of the same, or by seizing or taking in our names, some part thereof in the name of the whole, and also for us and in our names, as our Deed, to deliver the said Writing hereunto annexed to the said *E. S.* or to any other person or persons to his use, as fully, wholly, and amply as we the said *A. B. J. L.* and *S.* could or might do the same in our own persons: Ratifying, &c.

From several Executors, and Administrators to sue Under-Sheriffs and Bayliffs of Hundreds for Goods, &c. wrongfully taken, by colour of their Office.

KNow all men by these present, That we *A. B.* Widdow, Executrix of the last Will and Testament of *R. B.* late of *M.* in the County of *S.* Gent. *C. D.* Widow, Executrix of the last Will, &c. of *E. D.* of &c. Yeoman; and *E. F. G. H.* and *J. K.* of *M.* aforesaid, Have made, ordained, constituted, and in our places by these presents have put, our welbeloved in Christ Sir *R. H.* Kt. our true and lawful Attorney, to demand, levy, and receive, for us and every of us of *F. C.* Gent. late Deputy-Sheriff to *E. G.*

Esq;

Esq; late Sheriff of the said County of *G. L.* late Deputy-Sheriff to *P. L.* Esq. late Sheriff of the said County, and after Deputy-Sheriff to *R. C.* Esq. late Sheriff of the said County of *G. F.* late Bayly of the Hundred of *F.* in the said County; and of *J. K.* late Bayliff of the said Hundred, and of every or any of them, all and singular the Sums of Money, Goods and Chattels whatsoever, which they the said Deputy-Sheriffs or Bayliffs, or any of their under Officers or Ministers, or any other person or persons by their, or any of their command or procurement, have or had received, levied or taken wrongfully, by colour of their said several Offices, of or from us, or every or any of us, or of and from the Testators and Testates above named, and of and from them, and every or any of them, by the said Deputy Sheriffs and Bayliffs, or by any of them, and from us as yet wrongfully detained. Giving and Granting to our said Attorney, our full and whole power and authority in the Premisses, to Arrest, Sue, Implead, Imprison and Convent the said late Deputy-Sheriffs and Bayliffs, in all or any of the Kings Court or Courts, before all or any of Majesties Judges, Justices, or Commissioners, or before any of them, for the wrongful taking, levying, detaining, and withholding of the said Sums of Money, Goods and Chattels, or of any part thereof, and them and every of them in that behalf to condemn, and the said Sums of Money, Goods and Chattels, to recover and receive to the proper use and behoof of the said Sir *R. H.* without giving or rendring to us, or any of us, any accompt for the same. It being in full recompence and satisfaction of divers great Sums of money by the said Sir *R. H.* payed and defrayed for us and the said Testators and Intestates, to our Soveraign Lord the Kings Majesty. And upon such recovery or recoveries so had or made, or other payment or payments or satisfaction in that behalf, to be made to the said Sir *R. H.* by the said late Deputy-Sheriffs and Bayliffs, or by any of them, to compound, release, or agree with them, or every or any of them, and acquittance or acquittances, release or releases, or any other discharge in that behalf, as to our Attorney shall seem convenient, respectively to Seal and deliver for us, and in our names and places, at the will and pleasure of our said Attorney, and further to do and execute, &c. Ratifying, &c. In Witness whereof, &c.

To receive the Rents of a Mannor, and for non-payment to re-enter.

BE it known unto all by these presents, That I *A. B.* of &c. have made, ordained, deputed and constituted my welbeloved and faithful Servant *C. D.* my true and lawful Attorney to demand, ask, levy, and receive for me, and in my name, and to my use, of *E. F.* and all other the Farmers and Occupiers of all and every my Messuages, Lands, Tenements, and Hereditaments within my Mannor of *N.* in the County of *L.* for the time being, all such Rents and Sums of money as now be, or which hereafter shall be due, and

and payable to me, of and for the Rents of the ſaid Mannor of *N.* and of all other Lands, Tenements and Hereditaments in *S.* in the ſaid County of *L.* by force of a certain Indenture of Leaſe, bearing date, &c. made between &c. and upon receipt thereof, to make, ſeal, and deliver for me, and in my name, acquittance or acquittances, or other lawful and ſufficient diſcharges to make, as occaſion ſhall ſerve and require; and for non-payment thereof, or of any part thereof, into the ſaid Mannor, Meſſuages, and Premiſſes, or any part or parcel thereof, to re-enter, and the ſaid *E. F.* and all other the Farmers and Occupiers thereof, to expel and amove, and all other things in that behalf to do and execute, in as full and ample manner as I my ſelf could or might, if I were there perſonally preſent. Ratifying, &c. In Witneſs, &c.

To enter into Land, for non-payment of a Rent reſerved upon a Leaſe.

KNow all men to whom theſe preſents ſhall come, I *M. H.* of *L.* Widow, ſend greeting. Whereas by Indenture of Leaſe, bearing date &c. made between me the ſaid *M. H.* of the one part, and one *J. VV.* of &c. and *R. A.* of *C.* &c. of the other part. I the ſaid *M. H.* did demiſe and to farm-let unto the ſaid *J. VV.* and *R. C.* the Mannor or Chantry of *S.* with the Appurtenances, and the diſſolved Chantry of *S.* with the Appurtenances, and the diſſolved Colledge of *S.* with the Appurtenances, late parcel of, or belonging to the Colledge of *R. M.* in the County of *T.* among other things, all lying and being in the ſaid County of *N.* to hold from the Feaſt-day of the Annunt. then laſt paſt, for the term of 7 years, if the Extent mentioned in the ſaid Indenture of Leaſe ſhould ſo long continue, yielding and paying therefore yearly, during the ſaid term, unto me the ſaid *M. H.* my Executors and Aſſigns, the full, juſt, and entire Sum of 3000 *l.* of lawful Engliſh money, in, or upon the firſt day of *N.* and the firſt day of *M.* at or in my then or late dwelling Houſe in *M.* Lane in *L.* by even and equal portions; with a Proviſo, or Condition therein contained, that if it ſhould happen the ſaid yearly Rent, or any part thereof, to be behind and unpaid, by, and during the ſpace of 21 days, next after ſuch days, time or times, as the ſame ſhall grow due, or ought, or are appointed to be paid, by even and equal portions; that then, and from thenceforth, after ſuch Default of payment, without any Demand to be made by me the ſaid *M. H.* my Executors or Aſſigns, of the ſaid Rent, or the Arrerages thereof, at any other place, than only at my ſaid dwelling houſe in *M.* Lane in *L.* aforeſaid, it ſhould and might be lawful for me the ſaid *M. H.* my Executors and Aſſigns, wholly to re-enter into all and ſingular the demiſed Premiſſes, with the Appurtenances, and into every or any part thereof, and the ſame to have again and repoſſeſs, as in mine and their former Eſtate and Right, any thing in the ſaid Indenture contained to the contrary in any wiſe notwithſtanding.

And

And whereas the ſaid *J.W.* and *R. A.* upon the 21 of this inſtant *M.* being the laſt day of payment of the ſaid Rent, according to the Proviſo abovementioned, to be contained in the ſaid Indentures of Leaſe, have made default of payment, and have not ſatisfied or paid all the Rent reſerved to be paid by the ſaid Indenture of Leaſe, and the Proviſo and Condition mentioned and contained in the ſaid Indenture of Leaſe at the place aforeſaid, notwithſtanding, I the ſaid *M.H.* did demand the ſaid Rent, at, or in my ſaid dwelling houſe upon the ſaid 21 day of *M.* before the Sun-ſet of the ſame day, and did continue my Demand, according to the Law in ſuch caſes uſed, and the purport and effect of the ſame Indenture of Leaſe, and no perſon or perſons came then and there to make payment of all the ſaid Rent, unto me the ſaid *M.H.* according to the purport and effect of the ſaid Indenture of Leaſe and Proviſo aforeſaid. Now this my preſent Writing witneſſeth, That I the ſaid *M. H.* do hereby conſtitute and appoint *T. S.* of *F.* in the ſaid County of *N.* Gent. my lawful Attorney and Deputy for me, and in my name and place, in reſpect of the non-payment of the ſaid Rent, and Proviſo aforeſaid, to re-enter into all and ſingular the ſaid Mannor or Chantry, and diſſolved Colledge of *S.* aforeſaid, and into all and ſingular the Lands, Tenements, and Hereditaments thereunto belonging, lying, or being in the ſaid County of *N.* or into ſuch or ſo many parts or parcels thereof, in the name of the reſt, as to my ſaid Attorney ſhall be thought meet and convenient. And further, to expel and put out of the Poſſeſſion of the ſaid Premiſſes, or of ſuch parts thereof, as my ſaid Attorney ſhall pleaſe, the ſaid *J.W.* and *R. H.* or their Aſſigns, or Under-Tenants, and to hold the Poſſeſſion thereof to my uſe, according to the purport, effect, intent, and true intent and meaning of the Proviſo and Condition contained in the ſaid Indenture of Leaſe, and what my ſaid Attorney ſhall lawfully do in the Premiſſes, I do ratifie, and hereby allow and confirm, &c.

To receive the Profits of Lands extended.

TO all to whom theſe preſents ſhall come, I *A.B.* of &c. ſend greeting, Whereas *W.P.* Eſq; now Sheriff of the County of *C.* by vertue of the Kings Majeſties Proceſs, or Writ of *Extent* and *Liberate*, to him directed, hath charged and ſworn one ſufficient Jury or Inqueſt of 12 men within this County of *C.* who by vertue of their ſaid Oath and Charge, have found that *C.B.G.H.* and *J.L.* Eſquires, were ſeverally ſeiſed and poſſeſſed of divers Mannors, Meſſuages, Lands, Tenements, Goods, and Chattels, within the ſaid County of *C.* as by an Inquiſition under the Seals of the ſaid Jurors, bearing date, &c. more plainly and at large it doth and may appear; which Mannors, Lands, and Tenements, Goods and Chattels, are to be delivered to me the ſaid *A.B.* in Execution, until certain Debts due unto me from the ſaid *C.B. G.H.* and *J. L.* ſhall be levyed and ſatisfied. Now know ye, That I the ſaid *A. B.* have made, authorized, deputed, and aſſigned my Servant

T. M. my true and lawful Attorney, for me, and in my name, and to my only use and behoof, to take and receive Possession and Seisin of and in all and singular the said Mannors, Messuages, Goods and Chattels, specified and contained in the said Inquisition, at the Hands and delivery of the said Sheriff or his Deputy, and every part or parcel thereof, and so many parts and parcels thereof, as to my said Attorney shall happen to be delivered to my use, according to the tenour, form, and effect of the said Writ, and the same Mannors, Messuages, Lands, Tenements, Goods, and Chattels, to use and dispose to my most profit and Commodity, In as large, ample, and effectual manner, as I my self might or could do, being personally present; ratifying and confirming, &c.

To surrender Copy-hold Land.

KNow all men by these Presents, That I *A. B.* of, &c. Have made, ordained, constituted, and appointed, and by these Presents, in my place and stead, have put my well beloved *C. D.* and *E. F.* two Copy-hold, or Customary Tenants by Copy of Court-Roll, according to the Custom of the Mannor of *G.* my true and lawful Attorneys, joyntly and severally, to surrender for me, and in my name, into the hands of the Lord of the Mannor of *G.* aforesaid, one Messuage, and 20 Acres of Land, be it more or less, commonly called or known by the name of *B.* to the use and behoof of *L. M.* his Heirs and Assigns for ever, according to the Custom of the said Mannor, to be holden by the Rents and Services of right due and accustomed, Ratifying and confirming, &c. *In Witness, &c.*

Another of the same.

TO all Christian People to whom this Present shall come, *R. M.* of *P.* in the County of *C.* Esq; sendeth Greeting: Know ye, That I the said *R.* for and in part of performance of certain Covenants, Grants, Articles, and Agreements, specified and expressed in certain Articles Indented, bearing date the 10th. day of *M.* in the 20th. year of the Reign of *C.* now King of *England*, and made between the said *R. M.* of the one part, and *T. S.* of *S.* in the said County Esq; of the other part; and for divers other good causes and considerations, me hereunto especially moving, have made, ordained, constituted, and by these Presents, in my place have put, my well-beloved Friends *G. H.* and *J. K.* my true and lawful Attorneys, for me, and in my name and place, joyntly and severally, to surrender into the hands of the King, as Lord of the Mannor and Forest of *M.* in the said County of *C.* by his Steward there, at the next Halimote or Court of the Mannor and Forest aforesaid, or at any other Court or

place within the Manor and Forest aforesaid, all and singular those Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, Services and Hereditaments whatsoever, with all and singular their Appurtenances, situate, lying, and being within the Manor and Forest of *M.* aforesaid, now or late in the several joint Occupations of *L. L. R. T.* or any of them, to the intent and purpose, that the said King having possession and seisin thereof, by his Steward of the Manor and Forest aforesaid, will give and grant the aforesaid Messuages, Lands, Tenements, and other the Premisses, to *R. S.* and *T. W.* to hold to them the said *R. S.* and *T.* their Heirs and Assigns for ever, according to the Custom of the Manor and Forest, by the Rents and Services heretofore due, and of right accustomed. In Testifying, &c. In Witness, *&c.*

To make Entry into Lands.

BE it known unto all men by these Presents, That we *H. D.* of *G.* in the County of *M.* Esq; and *M.* his Wife, and *A. S.* Sister of the said *M.* have authorized and appointed, and by these Presents do authorize and appoint *I. R.* and *I. T.* and either of them, jointly and severally, for us in the name, and to the use of us the said *H. D.* and *M.* as in the Right of the said *M.* and for and in the name, and to the use of the said *A.* and of *M.* Son and Heir apparent of *F. M.* of *C.* in the County of *L.* and for, and in the name and names, and to the use, of all and every of them the said *H.* and *M.* and in the Right of the said *M.* and the said *A.* and *F.* to enter into all and every the Messuages, Mills, Lands, Tenements and Hereditaments, situate or being in *F. G.* and *H.* in the County of *N.* and in every or any of them, which at any time heretofore was or were the Inheritance, or did appertain or belong unto *F. S.* of *S.* Esquire, late deceased, Father of the said *M.* and *A.* and Grand-Father of the said *F. M.* in whose several, or other Tenures or Occupation soever the same, or any of them now are, or heretofore have been, and all and every the said Hereditaments, for and in the name and names, and in the Right of us the said *H. D. M. A.* and *F.* as aforesaid, to claim, challenge, and demand, as the proper and lawful Inheritance of the said *H. M. A.* and *F. M.* And furthermore, for us the said *H. M. F.* and *A. S.* and for every of us aforesaid, in and upon all and every or any of the said Hereditaments, jointly and severally, to claim and demand, in the name and names of us the said *H.* and *M.* as in the Right of the said *M.* and in the name and names of the said *A.* and of *F. M.* and of every of us, all and every such the Reversion and Reversions, Remainder and Remainders, of and in all and every or any of the said Hereditaments, which do or doth lawfully or rightfully unto us the said *M. A.* and *F.* or to any of us, and did heretofore appertain or belong to *R. S.* Esq; the late deceased Brother of the said *M.* and *A.* and Uncle to the said *F. M.* And lastly, jointly

or

generally to do and make all and every ſuch Entry and Entries, Claim and Claims, in or upon all and every or any of the Premiſſes, for and in the names and right of us the ſaid *H. M. A.* and *F. M.* and for the reducing, ſetling, or veſting unto us the ſaid *H.* and *M.* as in the Right of the ſaid *M.* and the ſaid *A. B.* and *F. M.* and to every of us, all ſuch Eſtate, Poſſeſſion, Reverſion and Remainders, as to the ſaid *M. A.* and *F. M.* did or doth lawfully appertain or belong, of, or in the Premiſſes, as to the ſaid *J.* and *J. T.* or to either of them, ſhall at any time or times ſeem expedient and convenient. In Witneſs, &c.

Davenport.

To ſue for Lands.

To all to whom theſe Preſents ſhall come, *A. B.* of *C.* &c. Gent. ſends Greeting, Know ye, That I the ſaid *A. B.* have conſtituted and ordained, and by theſe preſents in my place have put, my well beloved friend *E. F.* of, &c. my true and lawful Attorney, for me, and in my name and ſtead, to enter into one capital Meſſuage or Tenement, with the appurtenances, commonly called *G.* ſituate, lying, and being in, &c. and into every part and parcel thereof, and full and peaceable poſſeſſion and ſeiſin thereof, and therein, for me and in my name, to take, and after ſuch poſſeſſion and ſeiſin, for me, and in my name, ſo had and taken, then for me, and in my name, place and ſtead, to expel, remove, and put out, the Tenants and Occuplers of the ſaid Meſſuage or Tenement, with the appurtenances, and every or any part thereof, and the ſame and every part thereof to my uſe, to keep, occupy, and enjoy, and alſo giving, and by theſe preſents granting, to my ſaid Attorney, full power, and lawful authority, for me, and in my name, to commence, begin, ſue, implead, and proſecute any Action or Actions, Suit or Suits, as well real as perſonal whatſoever, in any Court or Courts, and before any Judg or Judges whatſoever, againſt the perſons, Tenants, and Occupiers of the ſaid Meſſuage or Tenement, and other the Premiſſes, and againſt all and every other perſon or perſons whatſoever, of, for, and concerning the wrongful withholding, and detaining of the ſaid Meſſuage and Tenement, and other the Premiſſes, or any part thereof: And the ſaid Suit and Suits, for me, and in my name, to proſecute and follow, and in my Right and Title, of, in, and to the Premiſſes, before the ſaid Judges, to proceed to trial, and to do, appoint, and limit to be done, all other acts and things concerning the recovery of the Premiſſes, or any part thereof; and the ſaid *A. B.* that he, his Executors, and every of them, ſhall and will from time to time, and at all times hereafter, avow and juſtifie all and every lawful Action and Actions, Suit and Suits whatſoever, to be commenced, purſued, and taken, in his or their name or names, for or concerning the ſaid Meſſuage or Tenement, and other the Premiſſes, or any part or parcel thereof, in manner and form

aforesaid, and that the said *A. B.* his Executors, Administrators, nor Assigns, nor any of them, shall at any time or times hereafter, release any Action or Actions, Suit or Suits, commenced or to be commenced as aforesaid, or to be non-suit, or to suffer any discontinuance or *Retraxit* thereof to be made, without the assent and consent of the said *A. B.* his Executors or Administrators in any wise, ratifying, &c. In Witness, &c.

Herketh.

To receive Money.

BE it known unto all men by these Presents, That *T. B.* of *H.* in the County of *L.* Gent. hath made, ordained, constituted, and deputed, and in his name, place, and stead, hath put, his beloved Friend *R. S.* of *I.* in the said County Gent. his true and lawful Attorney irrevocable, to ask, require, demand, and receive, to and for his own use and behoof of *H. I.* of *N.* in the said County Yeo. the sum of 20 l. of currant mony of *England*, and for non-payment thereof, to arrest, attach, sue, implead, and imprison him the said *H. I.* his Executors or Administrators, for the said summ, or any part thereof, and upon Receipt and payment thereof, him the said *H. I.* his Executors or Administrators out of Prison, to deliver and release and to make, seal, and deliver Acquittance, or Acquittances, or other sufficient discharge and Release, to and for the same. And the said *T. B.* doth also hereby authorize him the said *R. S.* to make, constitute, and depute one Attorney, or more under him, as in his discretion shall be thought needful, for the better doing, effecting, and accomplishing of the Premisses. And further, He the said *T. B.* doth hereby promise to ratify, confirm, allow, and establish whatsoever his said Attorney, or his deputed Attorneys shall lawfully do, or cause to be done, in and about the Premisses, for the obtaining of the said Sum, as fully and absolutely as if he himself were personally present. And lastly, He the said *T. B.* doth hereby Covenant, promise, conclude, and agree, to and with the said *H. I.* his Executors or Administrators, that neither he, nor any other in his name, with his consent and privacy heretofore hath made, nor that he, his Executors or Administrators, hereafter shall make, any Release, Acquittance, or discharge of the said Debt, or of any part thereof, nor that he the said *T. B.* his Executors or Administrators, or any person or persons, shall or will make any *Retraxit*, or discontinuance of any Action, Suit, Plaint, Plea, Judgment, or Execution in any Court where the cause or matter shall be depending, but shall and will maintain, avow, and justifie all and every Action, Suit, Plaint, Plea, Judgment, and Execution, to be commenced, had, taken, or sued forth, by him the said *H. I.* or his Substitute Attorney, for or concerning the same. In Witness whereof, &c.

A very good Preſident of a general Letter of Attorney, drawn and penned by Counſel, as well concerning the diſpoſition of Lands, as Goods.

TO all true Chriſtian People, to whom this preſent writing ſhall come, I *F. W.* of *L.* Eſq; ſend Greeting in our Lord God everlaſting; Whereas it hath pleaſed the King's Majeſty to appoint me his Ambaſſador Liger in *France* for a certain time: And whereas I think it needful in mine abſence, to put ſome perſon in truſt for mine affairs here in *England*. Therefore know ye, that I the ſaid *F. W.* have made, conſtituted, ordained, authorized, appointed, and in my place by theſe preſents, have put my well-beloved in Chriſt *W. D.* the elder, of *L.* Gent. my true, ſufficient and lawful Attorney and Commiſſioner, as well to enter for me, and in my name, into all and ſingular my Mannors, Lordſhips, Meſſuages, Lands, Tenements, Woods, Under-Woods, and all other my poſſeſſions and Hereditaments, with all and ſingular their Rights, Members, and Appurtenances in the Counties of *E. H. S. S. K. M.* and *W.* and every of them, and elſewhere whereſoever within the Realm of *England*, and poſſeſſion and ſeiſin thereof, for me, and in my name, and to my uſe, to take. And alſo to view and ſurvey, for me, and in my name, all the ſaid Mannors, Lordſhips, Lands, Tenements, Woods, Under-Woods, Poſſeſſions and Hereditaments, and other the Premiſſes, with the Appurtenances, and every part and parcel thereof, as alſo to ask, gather, levy, recover and receive, for me and in my name, and to my uſe, of all and ſingular my Auditors, Bayliffs, Receivers, Farmors or Tenants, and all other Occupiers whatſoever of the aforeſaid Mannors, Meſſuages, Lands, Tenements, and other the Premiſſes, or of any part thereof, all and ſingular Farms, Rents, and Services, Arrearages, Profits, and ſums of money whatſoever, which are, or ſhall be to me in any wiſe due. And an accompt, or accompts of them, and of all other my Officers, Miniſters, Servants, and other Accomptants whatſoever, of any of them, to require and take, for me and in my name, mine allowances of their accompts, to allow or diſallow, as the caſe requireth, and as by my ſaid Commiſſioner and Attorney, ſhall be thought meet and convenient, and all and ſeveral my Auditors, Bayliffs, Receivers, Officers, Miniſters and Servants whatſoever, or any of them, upon any reaſonable cauſe or cauſes, at the diſcretion of my ſaid Attorney, to diſplace and put out of ſervice and office, and to retain, receive, and put other in their, and every or any of their place or places, ſo put out of ſervice, and this as often as it ſhall be thought requiſite to my ſaid Attorney. And alſo the Farmors, Tenants, and Occupiers of all and ſingular my ſaid Mannors, Lands, Tenements, and Hereditaments, and other the Premiſſes, and every or any of them, for non-payment of their or any of their

Neceſſity declared. Conſtitution and Grant.

Farms, Rents, Revenues, Profits, and other things whatſoever, due to, or to be due for the ſame Mannors, Lordſhips, Lands, Tenements, Hereditaments, and other the Premiſſes, and every or any parcel thereof, by all, or any their Goods and Chattels, found in and upon the ſame Mannors, Lordſhips, Lands, Tenements, Hereditaments, and other the Premiſſes, or in any, or upon any parcel thereof to diſtrain. And the diſtreſſes there ſo had or taken lawfully to lead, drive, carry away and impound, and detain, withhold, and keep the ſame, until the ſaid Farms, Rents, Iſſues, Profits, and the Arrears thereof being behind, be fully ſatisfied and paid. And if need be, and the Law will it permit, all and ſingular the ſame Goods ſo diſtrained to ſell, and put in ſale, and the money thereof coming in the hands of my ſaid Commiſſioner or Attorney, to retain, hold and keep, as the Law in that behalf ſhall permit. And alſo all and ſingular the ſame my Farmors, Tenants, and other Occupiers of the Premiſſes, not well and truly paying their Farms and Rents, at the accuſtomed days and Feaſts, or not well and truly obſerving, performing and fulfilling all ſuch Covenants, Grants, Conditions, Cuſtoms and Charges, as they ought to do, obſerve, keep, perform and fulfil by vertue of their Leaſes, Grants, Cuſtoms, or upon any other reaſonable cauſe or cauſes whatſoever, at the diſcretion of my ſaid Commiſſioner, from their Farms and Tenures to expel and amove, if lawfully they may be, or deſerve to be expelled or amoved. And the ſame Premiſſes, and every or any parcel thereof to other Farmors, Tenants, and Occupiers in my name to demiſe, grant, and to farm to my moſt profit and commodity for term of 21 years or under, or for life or lives, by Copy or Copies of Court-roll according to cuſtom or manner where the ſame ſhall lye, or by Deed or Deeds, or otherwiſe in my name, and this as often, and when as need ſhall require, at the diſcretion of my ſaid Attorney. And alſo for me, &c. and to my moſt Profit and Commodity, to ſell, and put in ſale all and ſingular my Wood, Under-woods, and Trees whatſoever, or any part thereof growing or being, of, in, or upon the aforeſaid Mannors, Lordſhips, Tenements, Lands, Hereditaments, and other the Premiſſes, or parcel thereof, to any perſon or perſons, as to my ſaid Attorney ſhall be thought meet and requiſite. And alſo all and every Writing or Writings in this behalf requiſite and neceſſary in my name, to make, ſeal, and deliver, and alſo to ſet, rate, receive, and take Fines and Incomes, of, and for the ſaid Leaſes and Copies to be made as aforeſaid. And alſo to Aſſign, appoint, and allow unto the ſaid Tenants, Leſſees, Farmors and Occupiers, ſufficient Timber-Trees, as often as need ſhall be, for the neceſſary reparations of all and ſingular their ſeveral Farms, Houſes and Tenements. **And alſo**, I do give and grant unto my ſaid Commiſſioner and Attorney full power and Authority, for me, and in my name, to commence and proſecute before any whatſoever Judge, Juſtice, or Juſtices of our Soveraign Lord the King, his Heirs or Succeſſors, in any whatſoever Court or Courts, or other Place or Places whatſoever, Action or Actions, Pleas, Proceſſes, and Suits real, perſonal or mixt, and to appear for me, and in my name, in all ſuch Actions and Suits as be, or ſhall be commenced, taken, or ſued againſt me: And to proceed, anſwer, proſecute, and defend all and every of the ſame Action, and

Full Authority given.

Action

Actions, Pleas, Proceſſes and Suits, as well by me, as againſt me, moved or commenced, or to be moved or commenced, and to win or loſe the ſame, as the caſe ſhall require. And alſo to ask, levy, recover and receive, for me, and in my name, and for my only uſe and behoof, not only all and ſingular ſuch Debts, Sum or Sums of money, Fines, Amerciaments, Fees, Annuities and other Profits whatſoever, which by any means now be, or ſhall be due or payable unto me, by whatſoever perſon or perſons, for whatſoever matter or cauſe. But alſo to receive of the King our Soverain Lord, his Heirs and Succeſſors, during the time I ſhall be of out of this Realm, and the parts beyond the Seas, all the Diet-money or moneys, for mine entertainment to be allowed to me, during my time of living beyond the Seas. And alſo to ſatisfie, pay and allow, for me, and in my name, all, and all manner of Sum and Sums of Money, Annuities, Rents, Fees, Penſions, Wages, Reparations, and all other Charges and Duties whatſoever which I do owe, or ought to pay or allow by Law or Conſcience to the Kings Majeſty, either that now is, his Heirs or Succeſſors, or to any other perſon or perſons whatſoever. **And further**, I do give and grant unto my ſaid Commiſſioner and Attorney, full Power, and lawful Authority, for me, and in my name, to keep, or cauſe, &c. All, and all manner of Courts, Leets, and Law-days whatſoever, within any the ſaid Mannors, Lordſhips, Land, or other the Premiſſes, or any of them, according as they have been accuſtomed heretofore to be there holden and kept; And alſo from time to time, when and as often as any Rectory, Church, Vicaridg, or Parſonage, or other ſpiritual promotion whatſoever, of any Parſonage whereof I am or ſhall be ſeiſed, or which be, or ſhall be, of, or, in my gift or diſpoſition, ſhall by any means become, or be void, to name and preſent for me, and in my name, any able perſon or perſons unto the ſame Rectories, Parſonages, Vicarages or Churches, or other Spiritual promotions, ſo being vacant in ſuch like, and in as large and ample manner and form as I my ſelf might or ſhould do, if I were then and there perſonally preſent. And alſo, for me, and in my name, to take, buy, or compound for new Leaſes or Grants, as well of the Kings Majeſty that now is, his Heirs and Succeſſors, as of any other perſon or perſons whatſoever. And to compound, give, or pay ſuch Fine or Fines, Incomes, Sum or Sums of money for the ſame new Leaſes or Grants. And to ſell any of my Lands, Tenements and Hereditaments, or Leaſes and Chattels, real and Perſonal, or any part of them, as to my ſaid Attorney ſhall be thought meet: And alſo for me, and in my name; to accept and take all and every Surrender and Surrenders of, and whatſoever Leaſe or Leaſes, Demiſe or Grant, Demiſes or Grants, by me, or any my Anceſtors heretofore made or granted. And upon the Surrender or Surrenders, to make, grant, or cauſe, &c. other Leaſe or Leaſes for me, and in my name, to any whatſoever perſon or perſons, for term of 21 years, or under, or for life or lives, and for ſuch yearly Rent and Rents, and for ſuch Sum and Sums of money, Fines or Incomes, to be paid for the ſame, as my ſaid Attorney ſhall likewiſe be thought meet, to my moſt Commodity and Profit: And alſo for me, &c. to cancel and make void, upon good and reaſonable cauſes and conſiderations, all, and every ſuch of my Inden-

To buy, or compound for new Leaſes.

Indentures, Bonds, and other Writings whatſoever, or any of them, as to my ſaid Commiſſion and Attorney ſhall be thought good. And alſo for me, and in my name, to make, ſeal, and deliver, as my ſufficient Deed or Deeds in the Law, all and ſingular ſuch Indentures, Bonds, Leaſes, Grants, Deeds, Releaſes, Acquittances, as well general as ſpecial, and other Writings whatſoever, as my ſaid Commiſſioner and Attorney ſhall think requiſite, touching and concerning the Premiſſes, or any of them, or otherwiſe. And further, any Attorney or Attorneys, in all and every of the cauſes or matters aforeſaid, under him or me, to ſubſtitute, depute, make and appoint, and at the liberty and pleaſure of the ſame my Commiſſioner or Attorney, the ſame to revoke; And finally for me, and in my name, to compound for, and follow, exerciſe, ſpeed, execute, accompliſh, and finiſh all and every Suits and Matters already reſting in Controverſie, or moved, or hereafter to be moved, between me only, or me and others; And any other Perſon or Perſons, and all and every other Thing and Things, Act and Acts whatſoever, as well touching or concerning the Premiſſes, or any parcel thereof, as otherwiſe for me, and in my name, to do, and cauſe to be done, as fully and wholly as I might, ſhould, or ought lawfully to do, if I were then and there perſonally preſent, holding firm and ſtable all and every Act and Acts, Thing and Things, that my ſaid Attorney and Commiſſioner ſhall do, cauſe, or procure, or ſuffer to be done, for me, and in my name, in and about the Premiſſes, or any of them, by vertue of theſe preſents. *Proviſo.* Provided always, That the Power, Liberty, and Authority given to my ſaid Commiſſioner and Attorney by theſe preſents, ſhall endure until my Departure out of this Realm into the parts beyond the Sea, and my Return again into this Realm, and no longer; any thing aboveſaid to the contrary, &c. In Witneſs, &c.

A Letter of Attorney for a Wood ſale, with allowance for the Attorneys pains.

Be it known, &c. That I *J. L.* Kt. Lord *L.* do hereby appoint, and give Warrant and Authority to *F. M.* of *L.* Gent. to make Sale of all my Woods, Under-woods, Hedgerowes, Shawes and Trees, of, or in the great Park of *N.* in the County of *S.* (except ſuch of the ſame) as I have appointed, or hereafter, before the ſame ſale be fully compleat, ſhall appoint the ſaid *F.* to leave there ſtanding or growing. And the ſame, and every of them, to make, convert, imploy, uſe and diſpoſe after his diſcretion, for my Profit and Commodity, by all ſuch ways and means as he ſhall think convenient for me. And all, and every the Sums of money to be due for the ſame, and every, or any part thereof, to receive and take up: And a true Accompt thereof, and of all his Imployment of the ſaid Woods, or any part there, to make unto me, when he ſhall be reaſonably called thereunto: And I do not only for me, mine Heirs and Executors, Covenant and Promiſe, to, and with the ſaid *F.* and his Aſſigns,

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as well to ratifie and allow, as well as his and their Bargains, Dealings, and Diſpoſition of the ſaid Woods, and other the Premiſſes, or any part thereof, and to ſuffer the ſame, and every of them, quietly to be had, taken and accompliſhed, to all Intents and Purpoſes. As alſo, that he the ſaid *F.* and all other perſons that he ſhall appoint, ſhall and may, until the ſaid Woods, and other the Premiſſes be fully made, ſold, removed, and carried away out of the ſaid Park, have free ingreſs, egreſs, and regreſs into, and from the ſame Park, for the making, buying, ſelling, ordering, converting, diſpoſing, removing, and carrying away of all and every of the ſame Woods, and other the Premiſſes, in manner and form, as by the ſaid *F.* ſhall be thought meet and convenient. But alſo for me, mine Heirs, Executors and Aſſigns, I do Grant, Promiſe, and Covenant, to and with the ſaid *F.* his Executors and Aſſigns, as well to ſave him and them harmleſs of all ſuch Promiſes and Bonds, as he the ſaid *F.* ſhall make, or enter into, to any perſon or perſons concerning the ſaid Woods and other the Premiſſes, or any part or parcel thereof, or for the accompliſhment of any Bargain, Matter or Agreement, to be by him made, concluded, or taken in hand, touching the ſame, or any part thereof. As alſo to maintain and ſuffer this preſent warrant, and the authority given and limited thereby, to ſtand and continue in force and effect from henceforth in ſuch ſort and until that he the ſaid *F.* only ſhall and may accompliſh the ſaid Wood ſale, and the making and ordering of the ſaid Wood, and other the Premiſſes, and all things that he ſhall take upon him concerning the effecting or performance thereof, by reaſon or occaſion of theſe preſents, according to the intent or limitation of the ſame. And that in conſideration of the pains and travel of the ſaid *F.* to be taken about the ſaid Woods, and other the Premiſſes, he ſhall have allowance and recompence at the hands of me the ſaid *L.* and my aſſigns in form following. That is to ſay, a ſhilling upon every pound of all and every the Sums of money that ſhall or may be made or due for the ſaid Woods, and other the Premiſſes, or any part thereof, over and beſides the Wages and Charges to be diſburſed to Workmen or Labourers, for, and about the making, ordering, or converting of the ſaid Woods, and other the Premiſſes, or any part thereof. And further, that in reſpect of the diſburſements made, and to be made by the ſaid *F.* for me the ſaid *L. L.* of his own proper money, I will make and give unto him ſome convenient recompence and allowance, upon his account aforeſaid, over and beyond the payment of all the Sums of money by him diſburſed, or to be diſburſed for me, or that I owe, or ſhall owe unto him by any means: All and every which allowances, recompences, and payments aforeſaid, I grant and promiſe to allow, and rebate unto the ſaid *F.* in his own hands, out of ſuch Sums of money as he is or ſhall be accomptable to me, for, by reaſon, or in reſpect of the ſaid Woods, and other the Premiſſes, or any part thereof, or by means or occaſion of theſe preſents, or any thing in them contained or ſpecified. In Witneſs, &c.

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A Letter of Attorney, to receive the Profits of a Parſonage.

BE it, &c. That I *G. B.* Clark, Parſon of the Rectory and Parish-Church of St. *D. B.* in *L.* Street of *L.* have made, &c. *J. H.* Haberd and *W. M.* Scriv. Cit. of *L.* my true and lawful Attorneys, joyntly and ſeverally for me, and in my name, to ask, levy, gather, recover and receive, all, and all manner of Tythes, Fruits, Profits, Oblations, Caſualties, Commodities, Emoluments, and Advantages whatſoever, of the ſaid Rectory, Church or Parſonage, or in any wiſe due, coming, renewing or growing, or which hereafter ſhall come, &c. from time to time, to me the ſaid *G.* by reaſon and means of the ſaid Rectory, Church, and Parſonage aforeſaid, or in the right of the ſame. And alſo all and ſingular the Church-Books, and other Books of the ſaid Church and Rectory, for me, and in my name, to view, purſue and ſee, as often as need ſhall require. **And moreover**, to pay and diſburſe out of the Receipts by them, or either of them, to be had, by reaſon of theſe preſents, all and ſingular Sums of money which I the ſaid *G.* am chargeable to diſburſe or pay, for, or by reaſon of the ſaid Rectory, Church and Parſonage: Giving, and by theſe preſents granting to my ſaid Attorneys, and to either of them, joyntly and ſeverally, full power and authority for me, and in my name, by all and ſingular ways and remedies of the Law, to ſue and implead, and cauſe, &c. all and every perſon and perſons, whom it ſhall touch and concern for the ſaid Tythes, Fruits, Profits, and other the Premiſſes, and every, or any of them, or any part or parcel of any of the ſame: And to recover in all and every the ſame Suit and Suits, and to ſue Execution, &c. And alſo to anſwer and defend in all and ſingular Actions and Suits, for me, with me, or againſt me, for, and concerning the Premiſſes, and every, or any of them, and in the ſame, or any of them, to win or loſe: And alſo to acquit, &c. one Attorney, &c. and all, &c. ratifie, &c. **In Witneſs**, *&c.*

For Collecting Debts.

KNow all men by theſe preſents, That I *A. B.* Cit. and *G.* of *L.* have made, ordained, conſtituted, and by theſe preſents do make, ordain and appoint, my truſty and welbeloved Friends *C. D.* and *E. F.* of, &c. Yeoman, my true and lawful Attorneys, joyntly and ſeverally, to ask, require, recover, and receive, for me, and in my name, and to my uſe, all and ſingular Sums of Money, Goods, Chattels, Debts, Duties, and Demands, whatſoever they be, of all perſon and perſons in any wiſe due to me within this Realm of *E.* giving and granting to my ſaid Attorneys, and to every of them, my full

full power and lawful authority, for non-payment of the ſaid Sums of Money, Debts, Demands and Duties, to Arreſt, Sue and Implead, Impriſon and Condemn, all and every ſuch perſon and perſons as ſhall deny, or do not upon demand, pay or ſatisfie all ſuch Sums of Money, Debts and Duties as are in any wiſe due unto me; and upon Receipt of the ſaid Sums of Money, Goods and Debts, ſeveral and reſpective Acquittances, and other ſufficient Diſcharge, for me, and in my name, to make, ſeal and deliver, and one Attorney or more under them, to make, and at their pleaſure to revoke again: And further, to do all other things needful for recovery thereof, as I my ſelf might do, ratifying and confirming whatſoever my ſaid Attorneys, or either of them, ſhall lawfully do in my name concerning the Premiſſes, by theſe preſents: In Witneſs whereof, &c.

To receive Writings, and ſeal a Counter-part of a Deed.

BE it known to all men by theſe preſents, That I *A. B.* of, &c. have aſſigned, made, ordained, conſtituted, authorized, and in my place by theſe preſents have aſſigned, made, ordained, conſtituted, and in my place put, my welbeloved Friend *C. D.* of, &c. my true, certain, and lawful Attorney and Deputy in this behalf; That is to ſay, for me, and in my name, and to my uſe, to receive of *E. F.* of, &c. one Indenture to be made, ſealed, and delivered by the ſaid *E. F.* and for the recovery of the ſum of 100 *l.* to the ſaid *E. F.* by *G. H.* of, &c. Gent. and alſo in my name, and to my uſe aforeſaid, to take and receive of the ſame *E. F.* an Obligation, wherein the ſaid *E. F.* ſhall ſtand bound to me in the penal ſum of 50 *l.* for the performance of the Covenants, Grants, Articles and Agreements, which on his part are to be performed by force of the ſaid Indenture: And alſo for me, and in my name, to ſeal, ſubſcribe, and deliver, as my Act and Deed, the Counterpart of the ſaid Indenture, to me the ſaid *A. B.* to be made as aforeſaid, giving, and by theſe preſents granting to my ſaid Attorney my full power and authority, all, and every thing and things requiſite, neceſſary, and lawful in and about the Premiſſes, to do and execute, for me, and in my name, as well as I my ſelf might or could do, if I were perſonally preſent, ratifying and confirming whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done, in or about the Premiſſes, to my uſe, &c.

To take Poſſeſſion of Lands upon a Liberate.

BE it known unto all men by theſe Preſents, That I *A. B.* of, &c. Gent. have made, ordained, conſtituted, and in my ſtead and place by theſe preſents do make, ordain, conſtitute, and in my place put my wel-beloved Friends *C. D.* and *E. F.* of *E.* in the County of *D.* Gent. my true and lawful Attorneys, joyntly and ſeverally, for me and in my name, and to my only uſe and behoof, to enter in and upon all ſuch Mannors, Meſſuages, Lands, Tenements, and Hereditaments of Sir *E. M.* Kt. within the ſaid County of *D.* as were lately extended at the Suit of me the ſaid *A. B.* and to me aſſigned by *R. H.* Sheriff of the ſaid County of *D.* and full and peaceable Poſſeſſion and Seiſin thereof, and every part and parcel thereof, by force and vertue of a Writ of *Liberate* in that behalf to me granted, and for me and to my uſe to hold, detain, and keep, and to put and place in poſſeſſion thereof, to my uſe, ſuch perſon and perſons, as to them or either of them ſhall ſeem meet, giving and granting to my ſaid Attorneys, joyntly and ſeverally, my full power and lawful authority, for me and in my name, to do all and every ſuch other act, thing, or things whatſoever, in and about the Premiſſes, as to them ſhall ſeem neceſſary and meet, as fully and effectually as if I my ſelf were preſent. In Witneſs, &c.

A Letter of Attorney to ſurrender Copy-hold Lands.

BE it known unto all men by theſe preſents, That I *A. B.* &c. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and appoint, my truſty and welbeloved Friends *C. D. E. F. G. H.* &c. my lawful Attorneys and Attorney, for me and in my name, by all lawful ways and means joyntly and ſeverally to ſurrender, according to the cuſtom of the Mannor of *R.* in the County of *S.* All ſuch Copy-hold Lands as I have within the Pariſh of *S.* parcel of the cuſtomary Lands of the ſaid Mannor, and all my Eſtate, Right, Title, Intereſt, Claim, Poſſeſſion, and Demand therein and thereout, and in and to every part and parcel thereof, to the uſe and behoof of *R. B.* his Heirs and Aſſigns for ever. And further, giving and granting by theſe preſents, that they, or any three, two, or one, of them, ſhall and may do any other lawful act and acts whatſoever, concerning the Premiſſes, for the better effecting thereof, as fully and amply, to all intents and purpoſes, as I my ſelf in perſon might do, ratifying and allowing the ſame by theſe preſents. In Witneſs, &c.

A Letter of Attorney, to deliver Poſſeſſion and Seiſin.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *M. S.* of *W.* in the County of *H.* ſendeth Greeting. Know ye, That whereas certain Indentures are made betwixt *M. S. J. S.* and *J. C.* and *E.* his wife, of the one part; and *K. B.* of the other part, mentioning or purporting a Bargain and Sale from them the ſaid *M. S. J. S.* and *J. C.* and *E.* his wife, to the ſaid *K. B.* of a Meſſuage or Tenement called *W.* and divers Lands, Tenements, and Hereditaments to the ſame belonging in the ſaid Indentures mentioned, as by the ſaid Indentures, due reference being thereunto had, it doth and may appear. Now the ſaid *M. S.* hath conſtituted, ordained, and appointed, and by theſe preſents doth conſtitute, ordain, and appoint *R. H.* his true and lawful Attorney for him, and in his name quiet and peaceable Livery of Seiſin and Poſſeſſion of the ſaid Meſſuage, Lands and Tenements, with their Appurtenances, or any piece or parcel thereof, in the name of the whole, to give and to grant unto the ſaid *K. B.* or her lawful Attorney or Attorneys in that behalf, authorized according to the true intent, purport, and meaning of the ſaid recited Indentures. In Witneſs, *&c.*

A Letter of Attorney to receive Poſſeſſion.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *K. B.* of *N.* in the County of *H.* Widow, ſendeth Greeting. Know ye, That whereas certain Indentures are made betwixt *M. S. J. S.* and *J. C.* and *E.* his wife of the one part; and the ſaid *K. B.* of the other part, mentioned or purporting a Bargain and Sale from them the ſaid *M. S. J. S.* and *J. C.* and *E.* his wife, to the ſaid *K. B.* of a Meſſuage or Tenement called *W.* and divers Lands, Tenements, and Hereditaments unto the ſame belonging, in the ſaid Indentures mentioned, as by the ſaid Indentures, due reference thereunto being had, it doth and may more at large appear. Now the ſaid *K. B.* hath conſtituted, ordained, and appointed, and by theſe preſents doth conſtitute, ordain, and appoint *F. F.* her true and lawful Attorney, for her, and in her name, quiet and peaceable Livery of Seiſin, and Poſſeſſion of the ſaid Meſſuage, Lands, and Tenements, with their Appurtenances, or any part or parcel thereof, in the name of the whole, to receive and take, of and from the ſaid *M. S. J. S. J. C.* and *E.* his wife, or their lawful Attorney or Attorneys in that behalf authorized, according to the true intent, purport, and meaning of the ſaid recited Indentures. In Witneſs, *&c.*

Letters of Substitution.

A Letter of Substitution.

TO all, to whom these presents shall come, I *E.F.* of *G.* in the County of *H.* send Greeting. Whereas *R. H.* of, &c. Gent. by his certain Letter of Attorney bearing date, &c. hath made, ordained, constituted, and in his place put me the said *E. F.* his true and lawful Attorney irrevocable, to ask, levy, recover, and receive, in the name of the said *R.H.* to the proper use and behoof of me the said *E. F.* from *A.R.* of, &c. the Sum of 20 l. due unto him the said *R.H.* by vertue of an Obligation wherein the said *A.* standeth bound to the said *R.* as by the said Obligation dated, &c. more fully may appear. And the said *R.H.* by his said Letter of Attorney, gave and granted to me the said *E. F.* his full and whole power, for the Execution of the Premisses, and for and in default of payment of the said Sum of 20 l. or any part thereof, the said *A. R.* his Executors or Administrators, in his name to arrest and imprison, and upon payment thereof, him out of prison again to deliver, and Acquittance or Acquittances, Release or other lawful discharge, in the name of the said *R. H.* to make, seal, and deliver, and to substitute under me one Attorney or more for the better effecting of the Premisses, and the same at my will and pleasure to call again and revoke, as by the said Letter of Attorney, relation thereunto being had, more at large it doth and may appear. Now know ye, That I the said *E.F.* by force and authority of the said Letter of Attorney so to be made, have ordained, substituted, and in my place put my well-beloved Friend *C. D.* of *E.* &c. my true and lawful Deputy and Attorney, as well to ask, levy, recover, and receive, in the name of the said *R. H.* or in the name of me the said *E. F.* to the use and behoof of my said Attorney and his Assigns, the said Sum of 20 l. as also for default of payment thereof, or any part thereof, the said *A. R.* his Executors, Administrators, or any of them, to arrest, implead, and imprison, and Pleas and prosecutions against him or them to maintain in any Court or Courts whatsoever; and upon receipt thereof, in the name of the said *R. H.* or me the said *E. F.* to make, seal, and deliver. And further, to do or cause to be done, any other lawful act, in or about the Premisses, as I the said *E. F.* by vertue of the said recited Letter of Attorney, may or might have done therein, without any account thereof or in any part thereof to be rendred to me, my Executors, &c. Ratifying, confirming, and allowing, &c.

In Witness, &c.

A

A Letter of Subſtitution.

TO all men, to whom theſe preſents ſhall come, *W. D.* the elder of *L.* Gent. ſendeth Greeting in our Lord God everlaſting. Where when it pleaſed the Queens Highneſs, to appoint *F. W.* of *L.* Eſq; her Ambaſſador Leger in *France*, then the ſaid *F.* thinking it meet in his abſence to leave ſome perſon in truſt for his affairs here in *England*, did thereupon, by his Writing under his Seal, bearing date 23 *N. An.* 13. *R. Eliz.* make, conſtitute, authorize, and put in his place, me the ſaid *W. D.* his true, ſufficient, and lawful Attorney and Commiſſioner-General, either by my ſelf, or by my lawful Attorney or Subſtitutes, as to me ſhould ſeem moſt convenient, to execute, diſpatch, and cauſe, &c. all and ſingular his affairs and buſineſſes during his abſence, and until his return again into the Realm of *E.* as in my ſaid Commiſſion at large is contained and expreſſed. Now know ye, That I the ſaid *W.* by warrant and authority of the ſame Commiſſion, have named, ordained, appointed, and ſubſtituted in my place, touching the matter only in the preſents expreſſed, *A. B.* and *C. D.* Gent. my true, lawful, and ſufficient Attorneys and Subſtitutes, for and in the name of the ſaid *F. W.* and to his uſe, &c. *Et notter ce qu'eſt deſtre faiet par les Subſtitutes* for me, to the doing and executing of all and ſingular the Premiſſes, I the ſaid *W. D.* by vertue of my ſaid Commiſſion, do give and grant unto the ſaid *A. B.* and *C. D.* full power and authority, and alſo like power and authority to do all and ſingular things, to be needful to be done, in or about the Premiſſes, or any or every receipt of the Premiſſes, to be received by the ſaid *A. B.* and *C. D.* by vertue of theſe Preſents, in as ample manner and form, as I the ſaid *W. D.* might do my ſelf, ratifying and allowing all and whatſoever that my ſaid Subſtitutes, for or in the name of the ſaid *F. W.* ſhall do or cauſe to be done in the Premiſſes, or any of them by theſe preſents. Provided always, That it ſhall be lawful to me the ſaid *W. D.* to revoke and annihilate theſe preſents, and the power and authority thereby granted at my will and pleaſure: And that from the time of ſuch Revocation thereof to be made, theſe preſents ſhall be clearly void and of none effect, any thing above mentioned, to the contrary notwithſtanding. In Witneſs, *&c. An.* 14. *Eliz.*

Mort-

MORTGAGES.

A Mortgage of one Piece of Land to make assurance of another Piece of Land by a day, and a Covenant, that if the Land mortgaged be redeemed, and after sold, the Vendee shall have the preferment to buy it before another.

THis Indenture, &c. Between *E.P.* of *E.* in the County of *L.* Gent. and *H.P.* Son and Heir apparant of the said *E.P.* on the one part, and *R. L.* of *T.* in the County of, &c. Gent. on the other part, Witnesseth, That the said *E.* & *H.* for & in consideration of the Sum of 2400 l. of, &c. whereof, &c. Have bargained and sold, given and granted, and by these presents do bargain, &c. to the said *R.* and to his Heirs and Assigns for ever, all that the Mannor of *S.* with the Appurtenances in *M.* in the County of *L.* or elsewhere within the same County of *L.* and all other Messuages, Toft, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Rents, Reversions, Services, Courts-Leets, View of Frankpledge, Waifes, Strays, Heriots, Relief, Escheats, Profits of Courts and Leets, and all other common Advantages and Hereditaments whatsoever, with their Appurtenances to the said Mannor belonging, or in any wise appertaining, or which at any time heretofore have been reputed, accepted, taken, demised, occupied or esteemed, as part, parcel, or member of the said Manner: And all that Close or Pasture called, &c. And also all other the Lands, Tenements, and Hereditaments, Rents, Reversions, and Services, within the Parish of *M.* aforesaid, which late were the Inheritance and Possession of one *E. H.* Esquire: And all other the Lands, Tenements, and Hereditaments, whicy the said *E. P.* and *H. P.* or either of them, now hath, or at any time had in *S.* aforesaid, in the said County of *L.* together with all and singular the Evidences, &c. as many of which said Evidences as be in the Hands or Custody, &c. and also true Copies of all other Evidences touching the above bargained Premisses, or any part thereof, joyntly with other Lands and Tenements: the said *E.* and *H.* for them, their Heirs and Executors, do Covenant to deliver, or cause, &c. to the said *R.* his, &c. on this side the Feast of *Easter* next coming: To have and to hold, all the said Mannor of *S.* with the Appurtenances, and the said Close of Pasture called, &c. and all and singular other the Premisses, with their Appurtenances, to the said *R.* his Heirs and Assigns for ever, to the only use, &c.

Consideration.
Grant.

Habend.

And the ſaid *E.* and *H.* and either of them, for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do Covenant and grant, to and with the ſaid *R. L.* his, &c. in manner, &c. That is to ſay, That they the ſaid *E.* and *H.* ſo far as is not let by ſuch former Conveyance, as the ſaid *E.* hath heretofore made to the ſaid *R.* now are, or one of them, now, is lawfully ſeized of the ſaid Mannor, Lands, Tenements, &c. above by theſe preſents bargained and ſold, of a good, perfect, abſolute, and pure Eſtate in Fee-ſimple, without any condition or limitation of uſe or uſes: And of ſuch Eſtate have, or one of them hath, good and lawful Right and Authority, to bargain, ſell, and aſſure all and ſingular the Premiſſes, above bargained and ſold to the ſaid *R.* his Heirs and Aſſigns, for the only uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever. And that the ſame Premiſſes now are, and for ever hereafter ſhall ſtand and continue to the ſaid *R.* his Heirs and Aſſigns, clearly diſcharged, or otherwiſe from time to time, and at all times, ſaved harmleſs by the ſaid *E.* and *H.* their Heirs, Executors, and Aſſigns, of and from all and ſingular former Bargains, &c. except ſuch Leaſes for term or terms of years, &c. upon which Leaſes the accuſtomed Rents or Services, or more been reſerved, and ſhall be yearly payable to the ſaid *R.* &c. during the ſame Leaſes: And except alſo ſuch Bargains and Incumbrances, as the ſaid *E.* hath heretofore made of the Premiſſes, or of any part thereof, to the ſaid *R.* and except moreover the Rents, Cuſtoms, and Services hereafter to grow due, to be paid and done to the chief Lord or Lords, of the Fee or Fees of the Premiſſes, in reſpect of their Seigniories only. And alſo, the ſaid *E.* and *H.* do Covenant, &c. that the ſaid Mannor, and other the above bargained Premiſſes, now are, and from henceforth ſhall or lawfully may be and continue to the ſaid *R.* his Heirs and Aſſigns, of the clear yearly value of 100 l. of, &c. above all Charges and Repriſes. And that he the ſaid *R.* his Heirs and Aſſigns, ſhall or lawfully may have, hold, occupy, poſſeſs and enjoy all and ſingular the above bargained Premiſſes, according to the true intent and meaning of theſe preſents. And lawfully have, take, perceive, and receive, all the Rents, Iſſues, and Profits thereof, from time to time, to their own uſe for ever, without any lawful Challenge, Eviction, Recovery, or Expulſion, by any perſon or perſons. And that the ſaid *E. H.* and *K.* now Wife of the ſaid *E.* and all having any Eſtate of Free-hold or Inheritance, of or in the ſaid Mannor, and other the Premiſſes, above bargained and ſold, at the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *R.* his Heirs, Executors, or Aſſigns, ſhall and will do, make, knowledg, ſuffer, and execute, and cauſe, &c. all and every ſuch Act and Acts, Thing and Things in the Law, for the further Aſſurance, and ſure making of all and ſingular, &c. to be had and made ſure to the ſaid *R.* his Heirs and Aſſigns, for their own uſe for ever; as by the ſame *R.* his Heirs or Aſſigns, or his or their Councel learned in the Laws of this Realm, from time to time, and at all times during ſeven years, next after the date of theſe preſents, ſhall be fully and reaſonably deviſed or adviſed and required: be it by Fine, Feoffment, Deed or Deeds enrolled, Enrolments of theſe Preſents releaſe with Warranty againſt all men, Recovery or Recoveries, with Voucher or Vouchers, or otherwiſe in any

uſe.

E. and H. So far as is not by former Conveyance, as the ſaid E. hath made to R. the one of them ſeized.

To continue to R. diſcharged of all former Bargains, &c.

Exception of all ſuch as E. hath heretofore made of the Premiſſes, or of any part to R.

That they may continue to R. and that R. his Heirs and Aſſigns quietly may poſſeſs and enjoy, and receive the Rents to their uſe without Eviction.

Further Aſſurance to be made at the truſt of R. his, &c. as his Councel ſhall adviſe.

any other lawful and reaſonable manner whatſoever, according to the true intent and meaning of theſe preſents. **Provided always**, and the ſaid *R.* *Condition.* *E.* for himſelf, his Heirs and Aſſigns, and for every of them, doth Covenant, grant, and agree, to and with the ſaid *E.* and *H.* their Heirs and Aſſigns, and the Heirs and Aſſigns of every of them, by theſe preſents, That if the ſaid *L. H.* or either of them now be, or if on this ſide the 24 day of *M.* which ſhall be, &c. the ſaid *E.* and *H.* or either of them, ſhall be and ſtand lawfully and abſolutely ſeized in their Demeſne as of Fee, of a good, perfect, lawful, and rightful Eſtate in the Law, by good and juſt Title, to the proper and only uſe and behoof of the ſaid *E.* and *H.* their Heirs or Aſſigns, or of one of them, their Heirs and Aſſigns, abſolutely without any condition of Redemption or Mortgage, as well of and in one Cloſe of Meadow-Ground called, &c. containing by eſtimation, &c. late in the Occupation, &c. in the Pariſh of *M.* aforeſaid, butting, &c. And alſo of and in that Cloſe, &c. And if then the ſaid Cloſe of Meadow, containing, &c. and the ſaid Cloſe, &c. and every part and parcel thereof, be, and ſtand, and from thenceforth for ever ſhall be, and ſtand clearly acquitted and diſcharged, or elſe at all times, from time to time for ever ſaved harmleſs by the ſaid *E.* and *H.* their Heirs, Executors and Aſſigns, of and from all and ſingular other former Bargains, &c. and of and from all and all manner of other former Eſtates, Titles, Charges, and Incumbrances whatſoever, (the Rents, Cuſtoms, and Services thereafter to be due to the chief Lords of the Fee or Fees thereof, in reſpect of their Seigniories, only excepted:) And then if the ſame *E.* and *H.* and their Heirs and Aſſigns, or either of them, his Heirs or Aſſigns, ſo being ſeized of the ſaid Cloſe of Meadow, &c. and of the ſaid Cloſe, &c. do at any time on this ſide the ſaid 24 day of *M.* &c. at the Coſts and Charges in the Law of the ſaid *E.* and *H.* or of one of them, or of the Heirs or Aſſigns of one of them, well and ſufficiently, by good, lawful, ſure, and perfect Aſſurance in the Law, convey and aſſure in poſſeſſion the ſaid Cloſe, &c. and the ſaid Cloſe, &c. unto the ſaid *R.* his Heirs and Aſſigns in Fee-ſimple, to and for the proper and only uſe and behoof of the ſaid *R.* his Heirs and Aſſigns for ever; That then immediately, from and after the ſaid Conveyance and Aſſurance made by the ſaid *E.* and *H.* or either of them, or the Heirs or Aſſigns of either of them, to the ſaid *R.* his Heirs and Aſſigns, in form aforeſaid, of the ſaid Cloſe, &c. ſo diſcharged and ſaved harmleſs, as is aforeſaid; The Bargain and Sale of all and ſingular the Premiſſes above made by theſe preſent Indentures and every thing therein compriſed touching the Premiſſes, ſo above in and by theſe preſents bargained and ſold, and all and every other Conveyances, Bonds, and Aſſurances thereupon made, ſhall be utterly void and fruſtrate. And alſo that then and from thenceforth, the ſaid *R.* his Heirs and Aſſigns, and every of them, ſhall ſtand and be ſeiſed of the ſaid Mannor of *S.* with the Appurtenances, and of all and ſingular the Premiſſes, above by theſe preſents bargained and ſold, to the only and proper uſe and behoof of the ſaid *E. P.* his Heirs and Aſſigns for ever. **And whereas** heretofore by one pair of Indentures, dated, &c. made between the ſaid *R.* on the one part, and the ſaid *E.* on the other part; There are divers Covenants, Grants, and Agreements, made between

between them touching the Premiſſes. The ſaid *E. P.* and *H. P.* for their part, and the ſaid *R. L.* for his part, and every of the ſame parties for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, do covenant, grant, and agree, to and with the other of them by theſe preſents, and that the ſaid Covenants, Grants, and Agreements, contained in the ſaid former Indentures, on either part to be done or performed towards the other, except that which concerns the payment of 2500 l. by the ſaid *E.* his Heirs, Executors, or Aſſigns, to the ſaid *R.* his, &c. to be paid; And except all Uſes, and all Covenants and Agreements there made for any uſe or uſes, to be raiſed in any Lands or Tenements, by reaſon of payment of the ſaid 1500 l. ſhall be and ſtand in their full force and ſtrength, truly to be kept and performed, as if theſe preſents, or any other Aſſurance to be made, by vertue thereof had not, or ſhould not have been had or made, any thing in theſe preſents contained, to the contrary notwithſtanding. And the ſaid *E. P.* Covenanteth with the ſaid *R.* his, &c. That if hereafter the Inheritance of the Premiſſes, by theſe preſents above bargained, at any time during the lives of the ſaid *E.* and *R.* ſhall return to the ſaid *E.* and *H.* or to either of them; that then, and at any time, whilſt the ſaid *E.* and *R.* ſhall be living, the ſaid *E.* and *H.* or either of them, ſhall not bargain, ſell, or otherwiſe put away the ſaid Premiſſes above by theſe preſents bargained, or any part thereof, or the Mannor of *E.* with the Appurtenances, or any part thereof, of any Eſtate of Inheritance, or make, or grant any Rent-charge out of the ſame, or any part thereof, above the yearly value of 10 l. to any perſon or perſons, unleſs the ſaid *E.* and *H.* do firſt tender thereof to the ſaid *R.* and then will grant and aſſure the ſame to the ſaid *R.* and his Heirs for ever, as good cheap, and at as low price, as they will ſell or grant the ſame, at any time, or any other perſon or perſons uprightly and ſimply, without any fraud or covin, ſo as the ſaid *R.* may then have the ſame for ſuch price as aforeſaid, if he will then ſo take and accept it. In Witneſs, &c.

A very good Mortgage of a Grand Leaſe, and of the Rent of an under Leaſe thereout made, with Covenants to transfer the benefit of a Bond and Covenants, and a Covenant, that the Mortgager ſhall deliver the Poſſeſſion of the Premiſſes Mortgaged, if he fail in payment.

THis Indenture, &c. Between *E. N.* of *L.* Clo. on the one part, and *R. B.* of *L.* Mer. on the other part, Witneſſeth, That whereas *A. M.* of *L.* Eſq; Son and Heir of Sir *R. M.* Kt. late Cit. and Ald. of *L.* deceaſed, by his Indenture of Leaſe, dated, &c. did demiſe, grant, and to Farm-let unto the ſaid *E. N.* all that Meſſuage or Tenement, called, &c. and all Ware-houſes, Shops, &c. ſituate, &c. except, &c. To have and to hold, &c. yielding and paying, &c. as by the ſaid former Indenture, &c. And where the ſaid *E. N.* *Recital of the Grand Leaſe.*

Recital of the under Leaſe.

ſithence by his Indenture, bearing date, &c. Hath demiſed and letten to Farm to *J. W.* &c. one little Shop, parcel of the ſaid Meſſuage, &c. To have and to hold the ſaid little Shop to the ſaid *I. W.* from the Feaſt, &c. until the end and term of, &c. yielding, &c. to the ſaid *E. N.* &c. 6 l. &c. as by the ſaid laſt recited Indenture of Leaſe more plainly, &c. Now the ſaid *E.* for and in conſideration of the ſum of 226 l. 13 s. 4 d. of, &c. whereof, &c. and thereof

Grant.

and therefore, &c. hath given, granted, &c. to the ſaid *R.* all the ſaid Meſſuage or Tenement, with the Appurtenances, and all and ſingular other the Premiſſes, with their Appurtenances, demiſed to the ſaid *E. N.* as aboveſaid, and the Reverſion and Reverſions thereof, and all the ſaid yearly Rent reſerved upon the ſaid Leaſe, made to the ſaid *I. W.* as aboveſaid: And alſo the ſaid original Indenture of Leaſe made to the ſaid *E. N.* and the Counter part of the ſaid Leaſe, which the ſaid *E.* made to the ſaid *I. W.* and one Obligation of 300 l. wherein the ſaid *A. M.* ſtandeth bound to the ſaid *E.* for the performance of the Covenants of the ſaid original Leaſe, on the part of the ſaid *A.* his Heirs and Aſſigns to be performed, and all the Eſtate, &c.

Habendum.

To have and to hold the ſaid Meſſuage, and other the Premiſſes, with the Appurtenances, by theſe preſents bargained and granted: And all the Eſtate, &c. of the ſaid *E.* of, in, and to the ſame, to the ſaid *R. B.* his Executors, Adminiſtrators, and Aſſigns, for, by, and during all the reſidue of the ſaid term of 30 years now to come and unexpired. And the ſaid *E. N.*

Lawful Owner.

Covenanteth, &c. in form, &c. That he the ſaid *E.* now is the true and ſole Owner and Proprietor of the ſaid original Indenture of Leaſe, and of all the Premiſſes thereby demiſed, for all the reſidue of the ſaid term of 30

Exception.

years yet to come, except only ſuch Intereſt as the ſaid *I. W.* hath in the ſaid little Shop, by vertue of the ſaid Leaſe to him thereof made as aforeſaid; And

Power to grant.

that he the ſaid *E.* now hath lawful Right and Authority, to give, grant, bargain, and ſell the ſaid Premiſſes above bargained, and every part thereof to the ſaid *R. B.* and his Aſſigns, according to the tenor and purport of theſe preſents, and that the ſaid Meſſuage or Tenement, and all other the above bargained Premiſſes, with their Appurtenances now are, and during all the reſidue of the ſaid term of 30 years now to come, ſhall be, ſtand, abide,

Free from Incumbrances. Exception.

and continue clear and free, diſcharged, and acquitted, or otherwiſe by the ſaid *E.* his Executors or Adminiſtrators, ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, &c. had, made, done, knowledged, procured, or ſuffered, by the ſaid *E.* or his Aſſigns, or by his or their means, knowledg, conſent, or procurement, the yearly Covenants and Agreements, expreſſed in the ſaid original Indenture of Leaſe, hereafter for the part of the ſaid *E.* and his Aſſigns, to be paid and performed. And the ſaid Leaſe made to the ſaid *J. W.* whereupon the yearly Rent of 6 l. aforeſaid is reſerved, and from henceforth during the ſame Leaſe ſhall or may

That the original Leaſe is a good Leaſe.

be yearly payable to the ſaid *R.* and his Aſſigns, only except. And further, That by the ſaid original Indenture, there is a good, perfect, ſure, and lawful Leaſe, of all and ſingular the ſaid Meſſuage, and other the Premiſſes therewith demiſed, as aforeſaid (except only therein excepted) which ſhall have, or lawfully may have, endurance and continuance in the ſaid *R.* and his Aſſigns, by and during all the reſidue of the ſaid term of, &c.

now

name to come: And that as occaſion ſhall be given, from time to time, the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, at their own coſts and charges, in the name and names of the ſaid *E.* his Executors and Adminiſtrators, ſhall and may have and proſecute, all and ſingular ſuch Actions, Suits, Recoveries, Advantages, and Executions, againſt the ſaid *A. M.* his Heirs, Executors, Adminiſtrators, and every of them, of and upon the Covenants and Agreements contained in the ſaid Original Indenture, and the Obligations aforeſaid, and upon every or any of them, as by courſe of the Laws of this Realm may be had; And all Advantages and Profits thereof, ſhall and may have, detain, keep, and enjoy, to the only uſe of the ſaid *R.* his Executors and Aſſigns, without any Account making thereof, or of any part thereof, and without any let, denial, hinderance, or impeachment of the ſaid *E.* his Executors or Adminiſtrators; And that he the ſaid *E. N.* his Executors and Adminiſtrators, upon every reaſonable Requeſt, and at the coſts and charges of the ſaid *R. B.* his Executors or Aſſigns, ſhall and will vouch, maintain and juſtifie, all and ſingular the ſaid Actions, Suits, Recoveries, and Executions, and ſhall not willingly do or knowledg, or cauſe to be done or knowledged, any thing in prejudice or hinderance of the ſaid *R. B.* his Executors or Adminiſtrators, in or touching the ſaid Suits, Actions, Recoveries, and Executions, or in or touching any of them. *Lawful for the Mortgagee to ſue upon the Covenants therein.* *The Mortgagor to maintain ſuch Suits.*

Proviſo. Provided always, That if the ſaid *E. N.* his, &c. do pay, &c. to the ſaid, &c. at the now Manſion-houſe, &c. the Sum, &c. in manner and form following; That is to ſay, 171 l. 15 s. 4 d. thereof, on the 22. of *A.* &c. and 101 l. 18 s. reſidue and in full payment of the ſaid Sum of, &c. on the 22. of *A.* which ſhall be, &c. that then and from thenceforth, theſe preſent Indentures, and the Gift, Grant, Bargain, and Sale aforeſaid, of all and ſingular the Premiſſes, ſhall be clearly and utterly void and fruſtrate, as though the ſame had never been or made. And the ſaid *R. B.* Covenanteth, &c. in form, &c. *viz.* That when as the ſaid *E. N.* his Executors, Adminiſtrators, or Aſſigns, ſhall have paid, or cauſe to be paid, the ſaid Sum of 226 l. 13 s. 4 d. and every part thereof, to the ſaid *R.* his, &c. in form aforeſaid, or otherwiſe before hand; that then, and at all times after, upon reaſonable Requeſt, the ſaid *R.* his Executors, or Adminiſtrators, ſhall re deliver, or cauſe, &c. to the ſaid *E. N.* his, &c. the ſaid Original Indenture of Leaſe, and the ſaid Obligation, and the Counterpart of the ſaid Leaſe, made to the ſaid *J.* whole, ſafe, and uncancelled; And then ſhall agree and conſent, that that part of theſe preſents, under the Seal of the ſaid *E. N.* together with the other part thereof, under the Seal of the ſaid *R.* ſhall be cancelled, without any delay, fraud, or covin. And alſo, That the ſaid *R. B.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will permit and ſuffer the ſaid *E.* his Executors and Adminiſtrators quietly to have, hold, and occupy the Premiſſes, and to take, have, and enjoy the ſaid yearly Rent, reſerved upon the ſaid Leaſe, made to the ſaid *J. M.* from henceforth, until the ſaid 22. of *A.* &c. without any let, trouble, or eviction of the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, ſo as the ſaid *E.* his Executors or Aſſigns, do in the mean time, as well ſatisfie and pay the Rent, and keep the Covenants of the ſaid Original Indenture of Leaſe, which *The Mortgagee Covenanteth upon payment of the Monty, to deliver up the Original Leaſe, be Bond for performance of the Covenants, and the Counterpart of the under Leaſe, and agree that both parts of theſe preſents ſhall be cancelled.*

The Mortgager to enjoy, ſo as he pay the rent reſerved on the Original Leaſe, perform the Covenants, and pay the Mortgage money.

by vertue thereof ſhall be due to be paid and done, as alſo do inform aforeſaid, ſatisfie and pay to the ſaid *R.* his certain Attorney, Executors or Adminiſtrators, ſo much of the ſaid Sum of 226 l. 13 s. 4 d. as by the true meaning of theſe Preſents, ſhall in the mean time be due and payable. And the ſaid *E.N.* Covenanteth, &c. That if the ſaid *E.N.* his Executors, Adminiſtrators or Aſſigns, ſhall make Default, and ſhall not pay the ſaid Sum of &c. and every part thereof, to the ſaid *R.* his Executors, &c. in manner and form aforeſaid, that then from time to time, and at all times, after ſuch default made, the ſaid *E.* his Executors, Adminiſtrators or Aſſigns, upon reſonable requeſt, ſhall and will undelayedly yield up, and deliver all the ſaid Meſſuage, &c. except only the ſaid little Shop demiſed to the ſaid *J.* as aforeſaid, into the Hands and Poſſeſſion of the ſaid *R.* his Executors and Aſſigns, clear and free acquitted of all Arrearages of the ſaid yearly Rent reſerved by the ſaid Original Leaſe, and of all Forfeitures, Re-entries, Cauſe or Cauſes of Forfeiture and Re-entry, and all other Damages, Hurts and Incumbrances, had or made, or in the mean time to be had, made, done, or ſuffered in any wiſe: In Witneſs, *&c.*

If the money be not paid, the Mortgagor to deliver up the Premiſſes to the Mortgagee.

A Mortgage of a grand Leaſe, with the Rent reſerved upon an Under-Leaſe thereout made, alſo an Aſſignment of the Covenants and Bond made by the Under-Leſſee.

THis Indenture, &c. Between *J. H.* &c. on the one part, and *T. W.* &c. on the other: Witneſſeth, That the ſaid *J. H.* for, and in conſideration of 60 l. whereof, &c. Hath given, granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents, &c. to the ſaid *T.* all the Eſtate, Right, Reverſion, Intereſt, Charge, Term and Terms of years, and demand whatſoever, which he the ſaid *J.* hath or ought to have, or may lawfully claim to have, of, in, or to the Site of the late Monaſtery of, &c. and of, and in one Meſſuage, &c. All which Premiſſes *A. B.* by Indenture, dated, &c. demiſed to the ſaid *J.* from, &c. for, and during the term of 21 years then next enſuing, and fully to be compleat, and for the yearly Rent of 19 l. &c. payable, as by the ſaid Leaſe, &c. And alſo the ſaid *J. H.* for the conſideration aforeſaid, doth by theſe preſents, give, grant, bargain, &c. unto the ſaid *T. W.* the ſaid Indenture of Leaſe, and all the now Reſidue of the term of years therein ſpecified, and alſo the yearly Rent of 30 l. reſerved or agreed to be paid to the ſaid *J.* his Executors and Aſſigns, in, by, or upon one Demiſe by him the ſaid *J. H.* made and granted of divers parcels of the Premiſſes to *A. B.* &c. by Indenture dated, &c. And alſo that part of the ſame laſt mentioned Indenture of Leaſe made to the ſaid *A.* which is under the Hand and Seal of the ſaid *A.* together with all other Conveyances, Deeds, Minuments, Eſcripts and Writings, which he the ſaid *J.* hath or ought to have, for, or touching, or by reaſon or means of the Premiſſes, or

Grant.

or any of them. **To have and to hold** all the ſaid Eſtate, Intereſt, Reverſion, Term and Terms of years, and all and ſingular other the Premiſſes, with their Appurtenances, to the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, immediately from henceforth unto the end and term of the ſaid 21 years mentioned in the ſaid Indenture of Leaſe, made by the ſaid *A.* to the ſaid *J.* as aforeſaid. **And** the ſaid *J.* for him, &c. Covenanteth, &c. in form, &c. That he the ſaid *I.* at the time of the enſealing and delivery of theſe Preſents, is true and lawful Owner of the ſaid Original Indenture of Leaſe, and that he the ſaid *I.* now alſo is true, full, abſolute, and perfect Owner, and lawfully poſſeſſed, as well of the ſaid yearly Rent of 30 l. for the term of 15 years next enſuing from, &c. as alſo of the Reverſion of all and ſingular the Premiſſes demiſed to the ſaid *A. B.* as aforeſaid, with their Appurtenances, for all the term of 15 years ſpecified in the ſaid Indenture of Demiſe, made to the ſaid *A. B.* to the only uſe of the ſaid *I.* and his Aſſigns, without any manner of Condition whatſoever. And that the ſaid yearly Rent of 30 l. and all other the Premiſſes above limited, or mentioned by theſe preſents, to be bargained, &c. to the ſaid *T.* now are, and from henceforth ſhall continue, remain, and be to the ſaid *T. W.* his Heirs, Executors, Adminiſtrators and Aſſigns, for, and during all the ſaid 15 years ſpecified in the ſaid Indenture of Leaſe made to the ſaid *A. B.* free and clearly diſcharged, &c. of all and ſingular former Bargains, &c. Releaſes and Incumbrances whatſoever, had, made, or done by the ſaid *I.* or in his default, or by his means, knowledg, conſent or agreement. And that the ſaid yearly Rent of 30 l. from henceforth, until the end of the ſaid 15 years next enſuing, from the firſt of *S.* laſt paſt, before the date hereof, ſhall or may lawfully be due and payable to the ſaid *T.* his Executors and Aſſigns, according to the Tenor and Purport of the ſaid Indenture of Leaſe made to the ſaid *A. B.* as aboveſaid, and according to the true meaning of theſe Preſents. **And whereas** the ſaid *P. S.* and *G. S.* of, &c. *C. F.* and *R. E.* of, &c. by their Obligation, dated, &c. do ſtand bound to the ſaid *I.* in the ſum of 20 l. of, &c. with a Condition thereupon endorſed, touching the payment of the ſaid yearly Rent of 19 l. reſerved upon the ſaid Original Indenture of Leaſe to, &c. and for, and touching ſuch other matters, as in the ſame Condition are expreſſed. **And where** alſo the ſaid *P. S. P. A. I. S.* and *G. S.* by their Obligation, dated, &c. do ſtand bound to the ſaid *I. H.* in the ſum of 100 l. of, &c. with a Condition thereunto written, touching the performance of the Covenants, Clauſes and Agreements which are to be performed on the behalf of the ſaid *P.* his Executors or Aſſigns, ſpecified and compriſed in the ſaid Indenture of Demiſe, made to the ſaid *P.* as aboveſaid, the ſaid *I. H.* for him, his Executors and Adminiſtrators, doth by theſe preſents, give, tranſport, and ſet over unto the ſaid *T.* his Executors and Aſſigns, the ſaid ſeveral Obligation, and the ſaid ſeveral Sums of Money in them ſeverally ſpecified; and all Actions, Rights and Demands, to, and in the ſame, and every of them, to have, take, recover, and enjoy the ſame, to the uſe of the ſaid *T. W.* his Executors and Aſſigns, without yielding any account, of, or for the ſame, or any part thereof, in as large and ample manner and form, as the ſaid *I.* ought, or he, his Executors or Adminiſtrators, may recover

Habend.

That he is lawfully poſſeſſed.

That the Rent reſerved upon the under-Leaſe ſhall be payable to the Mortgagor.

Aſſignment of the Bonds and Covenants.

or obtains or might have recovered or obtained the ſame, if this preſent Indenture had never been had nor made, to, in, for, and about recovering, obtaining, getting, and diſcharging of which ſaid ſeveral Sums of money contained, or ſpecified in the ſaid ſeveral Obligations, and the proſecuting and ſuing out of all Actions, Suits, Judgments, and Executions in that behalf, and the doing and executing of all things to or for thoſe effects. The ſaid *J. H.* for him, &c. by theſe preſents, doth clearly, fully, and abſolutely give, grant, and transfer unto the ſaid *T. W.* his Executors and Adminiſtrators, full and irrecoverable power and authority, in as ample manner, and in ſuch manner as ſhall be requiſite in the Law. And further, the ſaid *J.* for him, &c. Covenanteth, &c. That he the ſaid *J.* heretofore hath not acquitted, diſcharged, or made void. And that he the ſaid *J.* his Executors or Adminiſtrators, or any of them, ſhall not acquit, &c. the ſaid Obligations or Sums of Money, or any of them, or any part or parcel of them, or of any of them, or of the Covenants, Grants, Articles, or Agreements mentioned in the ſaid Indenture of Leaſe, made to the ſaid *P. S.* as aforeſaid, or any of them, without the ſpecial conſent and requeſt in Writing of the ſaid *T.* his Executors or Adminiſtrators, firſt therefore had and made. And that the ſaid *J.* his Executors or Adminiſtrators, at any time, without like requeſt and conſent as aforeſaid, ſhall not receive, take, or otherwiſe diſcharge or acquit the ſaid ſeveral Sums of Money contained in the ſaid ſeveral Obligations, or any part or parcel of them, or of either of them; and alſo that the ſaid *T.* his Executors and Adminiſtrators, without let or interruption of the ſaid *J.* his Executors or Adminiſtrators, or any of them, or of any other, by the means of any of them, ſhall and may recover, and obtain the ſaid ſeveral Sums of Moneys ſpecified in the ſaid ſeveral Obligations, and every part, &c. and take, retain, and enjoy the ſame, and every part of them, from, and after the recovery and obtaining thereof, to the uſe of the ſaid *T.* &c. without any account of, or for the ſame, or any part thereof, to be yielded or demanded, to, or by the ſaid *I.* his Executors or Adminiſtrators, or any of them; and that the ſaid *T.* his Executors and Aſſigns, ſhall, and may in the name and names of the ſaid *I.* his Executors and Adminiſtrators, or of any of them, releaſe, acquit and diſcharge the ſaid ſeveral Obligations, and all Articles and Covenants to the ſaid *I.* made, touching or concerning the Premiſſes, or any of them. And alſo, that he the ſaid *I.* his Executors and Adminiſtrators, from time to time, and at all times hereafter, at the Requeſt and Charges of the ſaid *T.* his Executors or Aſſigns, ſhall and will ratifie, avow, juſtifie, maintain, and allow all and ſingular ſuch lawful Actions, Suits, Judgments, Executions, Acts and Attempts, as in his or their Name or Names ſhall be commenced, had, taken, or attempted, for, or about the Recovery, or obtaining of all and ſingular the ſaid Sums of Money, or of them, or any part or parcel of them, or any of them. Provided always, and it is agreed, &c. That it ſhall be lawful for the ſaid *I.* &c. without any let of the ſaid *T.* &c. To take and receive of the ſaid *P. S.* his, &c. to the uſe of the ſaid *I.* his, &c. on the firſt of *S.* next, &c. or at any time before or after, all that Rent of 30 l. of, &c. which for the Premiſſes demiſed to the ſaid *P.* as aforeſaid, ſhall be due for one whole year, on

That the Mortgagor hath not made void or acquitted any of the Bonds or Covenants.

Not to acquit or receive any money upon the Bonds, without the conſent of the Mortgagee.

To juſtifie Suits.

The Mortgagee to receive the rent upon the under Leaſe.

the ſame firſt day of *S.* next coming. And that provided, &c. That if the Vendor pay the Vendee 60 *l.* of, &c. the 10th of *T.* next, &c. That then this Indenture of Bargain and Sale ſhall be void, and the ſaid *T.* ſhall deliver the Writings ſafe, &c. In Witneſs, &c.

A Mortgage of a Reverſion of Land in London, *paſſed by way of Recovery, the ſame Reverſion being in the Mortgagor, and the Heirs of his Body; and the Recovery being brought alſo againſt the Tenant for life, (a Woman and her Huſband.)*

THis Indenture Tripartite, &c. Between *A. C.* Cit. and *S.* of *L.* and *K.* his Wife, late Wife of *R. C.* late Cit. and *D.* of *L.* deceaſed, on the firſt part, and *I. C.* eldeſt Son of the ſaid *R. C.* on the ſecond part; and *I. D.* and *W. G.* of *L.* Yeoman, on the third part: Witneſſeth, That where the ſaid *A.* and *K.* as in the right of the ſame *K.* do now hold, and are lawfully intituled to hold and enjoy, for, and during the term of the natural life of the ſaid *K.* one Meſſuage or Tenement, with the Appurtenances, late parcel of the poſſeſſions of the ſaid *R. C.* which Meſſuage, with the Appurtenances, now is in the ſeveral Tenures of, &c. and is ſituate and lying in, &c. The Reverſion of which ſaid Meſſuage, with the Appurtenances, after the deceaſe of the ſaid *K.* doth lawfully belong and appertain to the ſaid *I. C.* and his Heirs, or the Heirs of his Body; and whereas the ſaid *I. C.* before this time hath had and received of the ſaid *A. C.* the Sum of, &c. of lawful, &c. for, and in conſideration of an Eſtate and Aſſurance, according to the tenor and purport of theſe Preſents to be had and made of the ſaid Meſſuage or Tenement, with the Appurtenances unto the ſaid *A.* and his Heirs, from and after the deceaſe of the ſaid *K.* for ever. Now for the executing and making of the ſaid Eſtate and Aſſurance accordingly: It is Covenanted and agreed by and between the ſaid Parties to theſe Preſents, for themſelves and their Heirs, in manner and form following: That is to ſay, That the ſaid *A.* and *K.* his Wife, and the ſaid *I. C.* ſhall before the Feaſt of *E.* now next coming, permit and ſuffer the ſaid *A. B.* and *C. D.* in a Writ of Right Patent, according to the Cuſtom of the City of *L.* in due form, with Voucher and Vouchers, to recover againſt the ſaid *A.* and *K.* and *I. C.* the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, in ſuch manner and form as by the learned Council of the ſaid *A.* ſhall be lawfully and reaſonably deviſed or adviſed. And the ſaid Parties, for them and their Heirs, have further agreed by theſe Preſents, That the ſaid Recovery ſhall be, and that the ſaid *A. B.* and *C. D.* and their Heirs, from and after the ſaid Recovery ſo had and paſſed of the ſaid Meſſuage and Tenement aforeſaid, with the Appurtenances, ſhall thereof, and of every part thereof, ſtand and be ſeiſed, to, and for the only Uſes and Intents hereafter in theſe Preſents expreſſed, and to none other Uſe, Intent, or Purpoſe whatſoever; That is

Covenant to ſuffer the Recovery.

The Recoverers to ſtand ſeized to the uſe of J. C. and his Heirs, under a condition of paying a ſum of money to A. C.

is to ſay, To and for the uſe of the ſaid *K.* for, and during the term of her natural life; and after her deceaſe, to the only uſe and behoof of the ſaid *I. C.* his Heirs and Aſſigns for ever, upon, and under the condition following; That is to ſay, That the ſaid *I. C.* his Heirs, Executors, or Aſſigns, ſhall well and truly pay, or cauſe, &c. to the ſaid *A.C.* his Executors or Adminiſtrators, the Sum of, &c. of lawful, &c. at, &c. on, &c. Provided always, That if the ſame *I. C.* his Heirs, Executors and Aſſigns, or ſome of them, do not well and truly pay, or cauſe, &c. to the ſaid *A.* his, &c. at, &c. the ſaid Sum of, &c. on, &c. That then, and from thenceforth the ſaid *A.B.* and *C. D.* and the Survivor of them, and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuage, &c. to, and for the uſe and behoof of the ſaid *K.* only, for, and during the term of her natural life as aforeſaid, and from and after her deceaſe, to, and for the only uſe and behoof of the ſaid *A.C.* and of his Heirs and Aſſigns for ever, without any manner of Condition, and to none other uſe, intent, or purpoſe whatſoever. And the ſaid *I.C.* for him, &c. covenanteth with the ſaid *A.* &c. in form, &c. that he the ſaid *I.C.* now is, and at the time of the knowledging of the ſaid Recovery, and until the ſame ſhall be clearly paſſed and finiſhed, and the ſeiſin thereupon ſhall be executed, ſhall ſtand and be ſeiſed of the ſaid Meſſuage, &c. of an Eſtate in Reverſion, immediately after the death of the ſaid *K.* to the only uſe and behoof of the ſame *I.C.* and his Heirs, or the Heirs of his Body, without any condition, and other limitation of uſe whatſoever, and that he the ſaid *I.C.* hath good right, and lawful authority and power in and by the Law, to convey and aſſure the ſaid Meſſuage, &c. to the ſaid *A.C.* his Heirs and Aſſigns in form aforeſaid, and that if the ſaid *I.C.* his Heirs, Executors or Aſſigns, do not pay to the ſaid *A.* his Executors or Aſſigns, the ſaid Sum of, &c. in form aforeſaid, that then the ſaid *A.* his Heirs and Aſſigns, ſhall and may lawfully, without any Condition, have, hold, occupy, and enjoy the ſaid Meſſuage, &c. for ever, and take, perceive, receive, and enjoy all the Iſſues, Rents, and Profits of the ſame for ever, according to the true meaning of theſe preſents. And that then, and from thenceforth, the ſaid Meſſuage, &c. ſhall be, and ſtand to the ſaid *A.* his Heirs and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe, from time to time, and at all times, ſufficiently ſaved harmleſs by the ſaid *I.* &c. of, and from all and ſingular former Bargains, &c. at any time heretofore had, knowledged, ſuffered, made, done or procured, or hereafter, before the ſeiſin executed upon the ſaid Recovery, to be made, done, knowledged, procured, or ſuffered by the ſaid *I.C.* or by any other perſon or perſons by or under his eſtate, or by his means, Conſent or Procurement (the chief Rents and Services, &c. except.) And further, the ſaid *I.C.* Covenanteth with the ſaid *A.C.* &c. that he the ſaid *I.C.* and his Heirs, at the requeſt and charges in the Law only of the ſaid *A.* his Heirs or Aſſigns, from time to time, and at all times, during 2 years next after default ſhall be made in payment of the ſaid Sum, or any part thereof, contrary to the form above limited, ſhall and will not only do, ſuffer, knowledg, and execute, and cauſe, &c. all and every ſuch further Act and Acts, Aſſurance and Aſſurances, Thing and Things, for the further aſſurance, and better conveying of the Premiſſes to the ſaid *A.* his Heirs and Aſſigns, according

If J.C. make default to the uſe of A.C. and his Heirs.

That J.C. is ſeized.

Power to convey.

After default of payment A.C. to enjoy.

Freed from Incumbrances.

Further Aſſurance.

ording to the true meaning of these presents, as by the said *A.* &c. shall be devised, but also upon like request as aforesaid, at any time after the said Recovery passed, shall and will, by his or their sufficient Deed, release to the said Recoverers, and their Heirs, or to the Survivor of them, and his Heirs, all Errors, Defaults, and Mis-pleading whatsoever, to happen in the process of Recovery aforesaid, or in the Execution of the seisin upon the same: In Witness, &c.

A very good Mortgage of Land, with a Revocation of Uses thereof, declared in a former Indenture, where also it is provided, That if the Money be paid accordingly, then the Land to be to the Uses contained in the said former Indenture.

THis Indenture, &c. Between the Right Honourable *W.* Earl of E. &c. on the one part, and *W.D.* Cit. and G. of *L.* on the other part, Witnesseth, That the said Earl, for and in consideration of the Sum of 642 l. &c. whereof, &c. Hath given, &c. and by these Presents doth fully and clearly give, grant, bargain, and sell unto the said *W.D.* his Heirs and Assigns, all that the Mannor of *S.* in the Parish of *L.* in the County of *E.* with all and singular the Appurtenances in the Parish of *T.* in the same County of *E.* and all and singular Messuages, Lands, Tenements, Meadows, Pastures, Feedings, Rents, Reversions, Services, Woods, Under-woods, and all other Profits, Commodities and Hereditaments whatsoever, to the said Mannors, or either of them, belonging or appertaining, or as part, parcel, or member of the same Mannors, or either of them, had, used, occupied, or enjoyed, or so being usually granted, demised, or letten to Farm, and all and singular Mannors, Messuages, Lands, Tenements, Rents, Reversions, and Hereditaments whatsoever, in the said Parishes of *L.* and *T.* or either of them, commonly called or known by the name or names of *S.* and *L.* or by all or any of the same names, and all and singular Courts, Court-Leets, Views of Frank-pledg, Profits, and Perquisites of Courts, Priviledges, Franchises, Jurisdictions, Liberties, and Royalties whatsoever, which the said Earl hath, or ought to have, in the said Mannors, or any other the Premisses, before bargained and sold, or any part thereof, and all Rents reserved upon any Lease or Leases made of the Premisses, or any part or parcel thereof, and also all the Estate, Right, Title, Interest, Reversion, Remainder, Use, Possession, Propriety, Claim, and Demand of the said Earl, of, in, and to all and singular the Premisses, together with all and singular Deeds, Evidences, Charters, Letters Patents, Writings, Copies of Court-Rolls, Terriers, Escripts, and Minuments, only touching the Premisses, or any part thereof. To have and to hold the said Mannors of *S.* and *L.* with all and singular their Appurtenances, and all other the Premisses, bargained and sold by these Presents, to the said *W.D.* his Heirs and Assigns, to the only use, &c. Provided always,

And

And nevertheless the said *W. D.* for him, his Heirs, Executors &c. doth Covenant, grant, and agree, to and with the said Earl, his Executors, and Administrators, by these presents, that if he the said Earl, his Heirs, Executors, Administrators, or Assigns, or any of them, do pay, or cause, &c. to the said *W.* his Executors, or Administrators, or to his or their lawful Deputy or Attorney, at, &c. the Sum of 642 l. of, &c. on the 1. of *D.* next coming after the date hereof, between the hours of, &c. That then, and from thenceforth, the Gift, Grant, Bargain and Sale, made of all and singular the Premisses, by these presents, to the said *W. D.* and all Covenants and Articles comprised in these Presents, on the part of the said Earl, and his Heirs, to be performed, and all Bonds made or to be made, for performance of the Covenants thereof, shall be utterly void and of none effect. And that then and from thenceforth (a Re-entry in the Earl, &c.) any thing, &c. to the contrary, &c. And the said Earl for the making of a good Assurance of all and singular the Premisses to the said *W. D.* and his Heirs for ever, under the Condition aforesaid, by this Writing sealed with the Seal, and signed with the Hand of the said Earl, in the presence of those 3 Witnesses, whose names are to these Presents subscribed, doth repeal, revoke, determine, and declare to be repealed, revoked, and determined, all and every the uses, intents, gifts, and grants whatsoever, which the said Earl by his (*a*) Indenture *Tripartite* bearing date, &c. hath made, declared, or agreed unto, only concerning the Premisses bargained by these Presents, to or with the Right Honourable *A.* Lord *G.* and his Co-Feoffees. And the said Earl Covenanteth, &c. in form, &c. That he the said Earl, at the sealing, delivery, and knowledging of this Indenture, is by good, sure and lawful Right and Title in the Law, sole seised in his Demesne, as of Fee-simple, of and in all and singular the said Mannors, Messuages, Lands, Tenements, and Hereditaments, by these Presents bargained and sold, to the only use of the said Earl and his Heirs, absolutely without any Condition, and of such Estate, hath full Power and lawful Right and Authority in the Law, to give, grant, bargain, sell and assure the same Mannors, with their Appurtenances, and all other the above-bargained Premisses, to the said *W.* his Heirs and Assigns, in manner and form aforesaid; and that if the said Earl, his Heirs, Executors, or Administrators, do not pay, or cause, &c. the said Sum of, &c. to the said *W. D.* &c. in such manner and form, as to the payment thereof is above limited, in and by these Presents, that then and from thenceforth the said *A.* Lord *G.* and his Co-Feoffees, and all and every other person and persons, by reason of any former Estate seised, or to be seised of the said Mannors, and other the Premisses, or any part thereof, shall thereof, and of every part thereof, stand and be seised to the only use of the said *W.* and of his Heirs, and to none other use whatsoever; and also, that then, and at all times, during the said space of 5 years next following the time of such Default made in the said payment of the said Sum of, &c. or any part thereof, he the said Earl, and the Right Honourable Countess now his Wife, and the Heirs and Assigns of the said Earl, and all and every other person and persons, which then shall have, or lawfully may claim to have, any former Interest, Right, Title, or Estate, in or to the Premisses, or any part thereof,

(*a*) *This Indenture is contained in this Book, entituled* (For the Conveyance of Land, for performance of a Will, *&c.*)

thereof, by or under the Eſtate or intereſt of the ſaid Earl, or any of his Anceſtors (all and ſingular perſon and perſons, claiming only by Leaſe or Leaſes, for the term of years, or under, now to come, or by a Copy of Court-Roll, made according to the ſeveral Cuſtoms of the ſaid Mannors or any of them, whereupon the ancient and old yearly Rents, Duties, and Services, or more, been reſerved from henceforth, to be paid and done to the Owner or Owners of the Reverſion of the Premiſſes only except) ſhall and will upon reaſonable Requeſt therefore made, and at the Coſts and Charges in the Law of the ſaid *W.* his Heirs or Aſſigns, do make, knowledg, and ſuffer, and cauſe to be done, &c. all and every ſuch further Act and Acts, Thing and Things, Aſſurance and Aſſurances whatſoever, for the better conveyance, aſſurance, and ſure making, of all and ſingular the Premiſſes, bargained and ſold by theſe preſents, to be had and made ſure to the ſaid *W.* his Heirs and Aſſigns, to the only uſe of the ſaid *W.* his Heirs and Aſſigns for ever, without any Condition, with warranty againſt all men, or otherwiſe without warranty, as by the Counſel learned in the Laws of this Realm of the ſaid *W.* his Heirs or Aſſigns, ſhall be reaſonably deviſed or adviſed, and that at all times, after any ſuch default of payment of the ſaid Sum &c. or any part thereof, had or made as aforeſaid, the Premiſes by theſe Preſents bargained and ſold, ſhall be, or lawfully may be and abide to the ſaid *W.* his Heirs and Aſſigns, from thenceforth for ever, of the clear yearly value of, &c. over and above all Charges and Repriſes. **And alſo**, That the ſaid Mannors, &c. now are, and at all times after ſuch default hapning, in payment of the ſaid Sum of, &c. or of any part thereof, as aboveſaid ſhall continue to the ſaid *W.* his Heirs and Aſſigns, clearly acquitted and diſcharged, or by the ſaid Earl, his Heirs, Executors or Adminiſtrators, or by ſome of them, ſufficiently ſaved harmleſs, from time to time, of and from all and ſingular former Bargains, &c. and of and from all other former Titles, Eſtates, Charges and Incumbrances whatſoever, (the chief Rents and Services from thenceforth to become due, &c. in reſpect of their Seigniories only) and ſuch Leaſes and Copies as have been above excepted, only except and forpriſed. **And further** alſo, that after ſuch default of payment made as aforeſaid, of the ſaid Sum of, &c. or any part thereof, he the ſaid Earl, his Heirs, Executors, or Aſſigns, ſhall and will within the ſpace of ſix months then next following at the Manſion-houſe of the ſaid *W.* well and ſafely deliver, or cauſe &c. to the ſaid *W.* his Heirs or Aſſigns, all and ſingular the Deeds, &c. above by theſe preſents bargained and ſold, or all ſuch or ſo many of them as the ſaid Earl now hath, or which he, or his Executors or Adminiſtrators, then ſhall have, or may lawfully come by without Suit in the Law. **And** the ſaid *W. D.* Covenanteth, &c. that he the ſaid *W. D.* his Heirs and Aſſigns, ſhall permit and ſuffer the ſaid Earl his Heirs and Aſſigns, to have and take, to the only uſe of the ſaid Earl, his Heirs and Aſſigns, all and ſingular Commodities, Rents and Profits, of all and ſingular the Premiſſes, from the day of the date of theſe Preſents, until the ſaid 1. day of *D.* next coming as aboveſaid, ſo as no ſtroy or wilful waſte be done or committed, in or upon the Premiſſes, or any part thereof. **Provided always**, and nevertheleſs it is agreed, condeſcended, and covenanted, between the ſaid Earl, and *W.* for them,

them, their Heirs and Aſſigns, by theſe Preſents, That if he the ſaid Earl, his Heirs, &c. do pay, &c. the ſaid ſum, &c. to the ſaid *W.* &c. according to the form and manner therefore above limited in theſe Preſents, that then and from thenceforth for ever the ſaid *A.* Lord *G.* and his ſaid Co-Feoffees, and the ſaid *W. D.* and his Heirs, and all and every other perſon and perſons, by reaſon of any former Eſtate ſeiſed of the ſaid Mannors, and other the Premiſſes, or any part thereof, by or from the ſaid *W. D.* ſhall thereof, and of every part thereof, ſtand and be ſeiſed from thenceforth for ever, to the only uſes, intents, and purpoſes, expreſſed and declared in the ſaid former Indenture *Tripartite*, above in theſe Preſents recited, and to none other uſe or uſes, intent or purpoſe whatſoever, any thing, &c. In Witneſs, &c.

A good Mortgage.

THis Indenture made, &c. Between *G. F.* of *L.* Son of *G. F.* late of *B.* in the County of *K.* Gent. deceaſed, of the one part, and *J. C.* and *F.* of *L.* aforeſaid, of the other part, Witneſſeth, That the ſaid *G. F.* for and in conſideration of the ſum of, &c. of lawful money of *England* to him paid, at the enſealing and delivery of theſe Preſents, by the ſaid *J. C.* whereof, and wherewith, he the ſaid *G. F.* doth acknowledg and confeſs himſelf to be fully ſatisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid *J. C.* his Heirs, Executors and Adminiſtrators, and every of them by theſe Preſents, hath aliened, granted, bargained, ſold, conveyed, aſſumed and confirmed, and by theſe preſents doth fully, clearly, and abſolutely alien, grant, bargain, ſell, convey, aſſure, and confirm unto the ſaid *J. C.* his Heirs and Aſſigns for ever, all theſe five Meſſuages or Tenements, with all the Cellars, Shops, Sollers, Entries, Houſes, Stables, Buildings, Chambers, Rooms, Yards, Back-ſides, Gardens, Grounds, Lights, Eaſements, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſame belonging or appertaining, or to or with the ſame uſually occupied, uſed, demiſed, or enjoyed, now or late in the ſeveral Tenures, Poſſeſſions, or Occupations of *J. C. R. P. W. C.* and *R. W.* their Aſſignee or Aſſigns, ſituate, lying, and being, &c. which ſaid 5 Meſſuages or Tenements, were late but 3 Meſſuages or Tenements, and were ſometime in the ſeveral Tenures, Poſſeſſions, or Occupations of *M. M.* deceaſed, the ſaid *R. P.* and *J. C.* their Aſſignees, or under-Tenants: And all and ſingular other the Meſſuages, Gardens, Lands, Tenements, and Hereditaments whatſoever, whereof or wherein the ſaid *G. F.* hath any Eſtate of Inheritance or Freehold, ſituate, lying and being in the ſaid Pariſh, &c. And the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the before-mentioned bargained Premiſſes, and every part and parcel thereof: And alſo all and all manner of Rents, Duties, Services, and Profits reſerved or payable, for or in reſpect of every or any of the ſaid bargained Premiſſes. And alſo all the Right, Eſtate, Title, Intereſt, Poſſeſſion, Uſe, Claim, and Demand whatſoever, which he the ſaid

Grant.

ſaid *G. F.* now hath, may, might, ſhould, or ought to have, of, in, to or out of the Premiſſes before bargained and ſold, or of, in, to, or out of, any part or parcel thereof. And alſo all and ſingular Deeds, Evidences, Charters, Writings, Fines, Eſcripts, and Minuments, touching or concerning the ſaid bargained Premiſſes, or any part or parcel thereof. **To have and to hold** the ſaid Meſſuages or Tenements, and all and ſingular other the Premiſſes before by theſe preſents granted, or meant, mentioned, or intended to be granted, bargained, ſold, and confirmed, with their, and every of their Appurtenances, unto the ſaid *J.C.* his Heirs and Aſſigns for ever, to the only proper uſe and behoof of him the ſaid *J.C.* and of his Heirs and Aſſigns for ever. **Provided always** nevertheleſs, and upon this Condition, That if the ſaid *G. F.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *J.C.* his Heirs or Aſſigns, or to any of them, at or in the now dwelling-houſe of the ſaid *J. C.* ſituate and being, &c. the ſeveral ſums of lawful money of *England*, hereafter in theſe preſents mentioned, at the days and times here limited and appointed, **That is to ſay**, &c. without fraud, covin, or further delay, that then and from thenceforth this preſent Indenture of Bargain and Sale, ſhall ceaſe, determine, and be utterly void and of none effect, to all intents, conſtructions, and purpoſes: And that then alſo it ſhall and may be lawful for the ſaid *G. F.* his Heirs and Aſſigns, into and upon all and ſingular the ſaid bargained Premiſſes, and every part and parcel thereof, wholly to re-enter, and the ſame to have again, retain, and re-poſſeſs, as in his and their former Eſtate, any thing in theſe preſents contained, to the contrary thereof, in any wiſe notwithſtanding. And the ſaid *G. F.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth by theſe preſents, Covenant and grant, to and with the ſaid *J.C.* his Heirs and Aſſigns, and every of them, in manner and form following; **That is to ſay**, That the ſaid *G. F.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid *I.C.* his Heirs or Aſſigns, all the aforeſaid ſeveral ſums of money in the ſaid Proviſo mentioned, at the days and times in the ſaid Proviſoes limited and expreſſed, without fraud or delay. And alſo that the ſaid *G.F.* at the enſealing and delivery of theſe preſents, is, and until a good and perfect Eſtate ſhall be made and executed, of the ſaid Premiſſes unto the ſaid *I. C.* and his Heirs as aforeſaid, ſhall continue and be ſeiſed of all and ſingular the before-mentioned bargained Premiſſes, and every part thereof, of a good, lawful, perfect, abſolute, ſole, and indefeaſible Eſtate in Fee-ſimple, (without any other precedent Eſtate) to his own proper uſe and behoof, without any condition, Mortgage, limitation of uſe or uſes, or other thing, to alter, change, determine, or incumber the ſame, or any part thereof: And alſo that the ſaid *G. F.* at the enſealing and delivery of theſe preſents, hath, and until all and ſingular the Premiſſes ſhall be well and ſufficiently had, made, aſſured, and executed to the ſaid *I.C.* his Heirs and Aſſigns, as is aforeſaid, ſhall have good right, full power, and lawful authority, to alien, grant, bargain, ſell, convey, aſſure and confirm, all and ſingular the ſaid recited Premiſſes, with their Appurtenances, and every part and parcel thereof, unto the ſaid *I.C.* his Heirs and Aſſigns,

Deeds.

Habend.

Proviſo.

That the Mortgagor will pay the money.

Seized.

Power to Grant.

That he hath done no Act.

Aſſigns, according to the true intent and meaning of theſe preſents. And alſo, that the ſaid *G. F.* hath not made any former Eſtate, Grant, Charge or Incumbrance, of, in, or out of the ſaid Premiſſes, or any part thereof, other then ſuch as hereafter are mentioned to be excepted. And further, that the ſaid Meſſuages or Tenements, and all and ſingular the before mentioned bargained Premiſſes, with their and every of their Appurtenances, ſhall remain and continue unto the ſaid *J. C.* his Heirs and Aſſigns, under, and upon the Condition or Proviſo aforeſaid, free and clear, and freely and clearly acquitted, exonerated, and diſcharged by him the ſaid *G. F.* his Heirs, Executors and Adminiſtrators, or ſome of them, of and from all and all manner of former or other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Intails, Eſtates, Uſes, Wills, Limitations of uſe, Statutes, Recognizances, Judgments, Executions, Seiſures, Titles, Troubles, Charges, Incumbrances, Claims, or Demands whatſoever, had, made, committed, done, or ſuffered by him the ſaid *G. F.* or by any other perſon or perſons whatſoever, except a Rent of 50 l. *per Ann.* and granted to *E. W.* and his Heirs, by Indenture bearing date, &c. mentioned to be made, &c. And alſo except one Leaſe by Indenture dated, &c. from the ſaid *G. F.* to the ſaid *J. C.* of all the ſaid Meſſuages or Tenements, and other the before mentioned bargained Premiſſes, for the term of, &c. whereupon it is to be paid, &c. And the ſaid *G. F.* for him, &c. doth by theſe preſents further Covenant and grant, to and with the ſaid *J. C.* That the aforeſaid Annuity or yearly Rent of, &c. before in the ſaid Indenture, dated, &c. hath been duly paid, according to the Tenor of the ſaid Indenture, until the day of the date of theſe preſents. And alſo that the ſame Annuity or yearly Rent of, &c. ſhall be hereafter well and truly paid, or cauſe to be paid, at the days and times in the ſaid Indentures mentioned and expreſſed, according to the true intent and meaning of the ſame Indenture, until, &c. And alſo, that the ſaid bargained Premiſſes, at the enſealing and delivery of theſe preſents are, and ſo for ever hereafter, under or upon the Proviſo or Condition aforeſaid, ſhall continue and be to the ſaid *J. C.* &c. for ever, of the full and clear yearly value of, &c. over and above all Charges and Repriſes whatſoever. And further, that the ſaid *G. F.* his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, having and claiming, or which ought to have or ſhall claim, or pretend to have any manner of Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Claim, or Demand, of, in, to, or out of the ſaid bargained Premiſſes, or any part or parcel thereof, (except as is before excepted) ſhall and will at all times, and from time to time, during the term of, &c. at the Coſts and Charges in the Law of the ſaid *G. F.* &c. before the breach of the Proviſo or Condition aforeſaid, and after breach thereof, at the proper Coſts and Charges in the Law of the ſaid *J. C.* his, &c. ſhall and will well and truly do, make, execute and ſuffer, all ſuch further lawful and reaſonable act and acts, thing and things, Deeds, Deviſes, and Aſſurances in the Law whatſoever, for the further, better, more clear and perfect aſſuring, ſurety, ſure making, and conveying, having, holding, and enjoying of all and ſingular the before-mentioned bargained Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, unto the ſaid *J. C.* &c. to the only proper uſe and behoof

Free from Incumbrances.

Exception of an Annuity.

The Mortgagor Covenants, That the Annuity hath been duly paid, and that it ſhall be duly paid.

Yearly value.

Further aſſurance.

hoof of him the ſaid *J. C.* &c. be it by Deed or Deeds enrolled or not enrolled, Enrolments of theſe preſents, Fine, Feoffment, Recovery, with Voucher or Vouchers over, Releaſe and Confirmation, with Warranty or without Warranty, and by all and every, or any, or ſo many of the ſaid ways and means, or by any other ways or means whatſoever, as by the ſaid *J. C.* &c. ſhall be reaſonably deviſed, adviſed, or required. **And alſo**, that if at any time hereafter default of payment of the ſaid ſeveral Sums of lawful money of *England*, or any of them, or any part or parcel of them, ſhall fortune to be made at any of the days and times before limited for payment thereof, that then, and in every ſuch caſe, the ſaid *J. C.* &c. ſhall and lawfully may for ever, well and in peace, have, hold, occupy, poſſeſs, enjoy, and keep all the ſaid bargained Premiſſes, and every part and parcel thereof, with their Appurtenances, and the Rents, Iſſues, and Profits thereof, and of every part and parcel thereof, receive and take, to and for his and their own proper uſe and behoof (except before excepted) without the let, trouble, eviction, expulſion, diſturbance, claim, or demand of the ſaid *G. F.* &c. **And** it is by theſe Preſents concluded and agreed, by and between all the ſaid parties to theſe Preſents, that all and every Fine and Fines, Recoveries, Feoffments, Conveyances and Aſſurances whatſoever, that ſhall hereafter be had, made, done, levied, knowledged, executed, or ſuffered by the ſaid *G. F.* &c. unto the ſaid *J. C.* or to any other perſon or perſons, of the aforeſaid bargained Premiſſes, or any part or parcel thereof, ſhall be and enure, and ſhall for ever hereafter be deemed, expounded, conſtrued, adjudged, reputed and taken, to be and enure to the uſe and behoof of the ſaid *J. C.* his Heirs and Aſſigns, according to the tenor, intention and meaning of theſe Preſents. **And** the ſaid *J. C.* for himſelf, &c. doth by theſe preſents Covenant and grant to and with the ſaid *G. F.* &c. That it ſhall and may be lawful to and for the ſaid *G. F.* his Heirs, &c. as well to have and enjoy all and ſingular the before mentioned bargained Premiſſes, as alſo to take and receive all the Rents, Iſſues, and Profits of the ſame, until default of payment of the ſaid ſeveral Sums before mentioned, or any of them, or any part or parcel of them, ſhall be made in part or in all, at any of the days and times before limited for payment thereof, without the let, trouble, eviction, expulſion, diſturbance, or interruption of the ſaid *I. C.* his Heirs or Aſſigns, or any of them, and without any account thereof, or for any part thereof to be had or made to the ſaid *I. C.* his Heirs or Aſſigns. And whereas the ſaid *G. F.* at the enſealing and delivery of theſe preſents, hath delivered to the ſaid *I. C.* certain Deeds, Evidences, Fines, and Writings, which he hath concerning the ſaid bargained Premiſſes, containing in all, &c. he the ſaid *I. C.* for him, &c. doth by theſe preſents further covenant and grant to and with the ſaid *G. F.* his Heirs and Aſſigns, and every of them, that if the ſaid *G. F.* his Heirs, Executors, &c. do or ſhall well and truly pay, or cauſe to be paid to the ſaid *I. C.* his Heirs or Aſſigns, all the ſeveral Sum and Sums of money in the ſaid Proviſo mentioned, at the days and times therein limited for payment of the ſame as aforeſaid, that then he the ſaid *I. C.* his, &c. ſhall deliver or cauſe to be delivered unto the ſaid *G. F.* his Heirs or Aſſigns, all and every the Deeds, Evidences, Fines, and Writings before mentioned, whole, ſafe, uncancelled, and undefaced,

After default in payment of the money, the Mortgagor to enjoy.

All Aſſurances to be to the uſes in theſe preſents.

Till default the Mortgagor to enjoy.

If the money be paid, the Mortgagee to deliver all the writings which he hath to the Mortgagor.

If the money be not paid, the Mortgagor to give the Mortgagee such other Writings as remain in his hands.

ced, and in as good plight as the said *I.C.* received the same from the said *G. F.* aforesaid. And lastly, the said *G.F.* &c. doth by these presents further Covenant and grant to and with the said *I.C.* &c. that if default of payment shall be made of any of the Sum or Sums of money, in the said Proviso mentioned, or any part thereof, at any of the days or times therein limited for payment thereof, that then he the said *G.F.* his Heirs or Assigns, shall deliver, or cause to be delivered unto the said *I.C.* his Heirs or Assigns, all and singular other Deeds, Evidences, Fines, and Writings concerning the Premisses, which he the said *G. F.* now hath, or may lawfully come by, without Suit in Law: In Witness, &c.

A Release upon a Mortgage forfeited, and a further day given.

THis Indenture made, &c. Between *G.F.* Cit. and G. of *L.* of the one part, and *T.M.* of *L.* Gent. and *H.G.* of *H.* in the County of *H.* Gent. of the other part, Witnesseth, That the said *G.F.* for and in consideration of the Sum of, &c. to him the said *G.F.* in hand paid, at or before the Sealing and Delivery of the said *T.M.* the receipt whereof the said G. F. doth hereby acknowledg and confess, and thereof, and of every part thereof, doth acquit, exonerate, release and discharge the said *T. M.* his Heirs, Executors and Administrators, and every of them for ever by these presents, hath granted, remised, released, quit-claimed, and confirmed, and by these presents doth for him and his Heirs for ever, grant, remise, release, quit-claim, and confirm unto the said *T.M.* and *H. S.* in their full, quiet, and peaceable Possession and Seisin being, and unto their Heirs and Assigns for ever, all the Estate, Right, Title, Interest, Use, Possession, Reversion, Conditions, Limitation and Limitations, of Estate or Estates, and all manner of benefit and Advantage thereof, and all and all manner of Claim and Demand whatsoever, which he the said *G.F.* hath, may, can, might, should, or of right ought to have or claim in Law or Equity, of, in, or to those five Messuages or Tenements, with all the Cellars, Shops, Sollers, Entries, Houses, Stables, Buildings, Chambers, Rooms, Yards, Back-sides, Gardens, Grounds, Lights, Easements, Profits, Commodities, Hereditaments, and Appurtenances whatsoever to the same belonging or appertaining, or to, or with the same usually occupied, demised, or enjoyed, now or late in the several Tenures, Possessions, or Occupations of *I.C. R. P. W. C.* and *R. W.* their Assignee or Assigns, situate, lying, and being in the Parish of St. *C.* in the County of *M.* which said five Messuages or Tenements, were late but three Messuages, then the several Tenures, Possessions, or Occupations of *M. M.* deceased, the said *R. P.* and *I.C.* (their Assigns, or Under-Tenants) and also of, in, or to all and singular the Messuages, Lands, and Hereditaments whatsoever, situate in the said Parish of St. *C.* and which are mentioned to be bargained and sold by the said *G. F.* unto the said *I. C.* Cit. of *L.* his Heirs and Assigns, in and by one Indenture of Grant, Bargain and Sale, bearing date, &c. and made between the

Consideration.

Release.

the ſaid *G. F.* of the one part, and the ſaid *I.C.* of the other part, and enrolled in his Majeſties High Court of *Chancery*, ſo that neither he the ſaid *G. F.* nor his Heirs or Aſſigns, or any other perſon or perſons, for him or them, or in his or their name, hath, or hereafter may have any Right, Title, Intereſt, Claim and Demand, in or to the Premiſſes, or any part thereof, but that he the ſaid *G. F.* and his Heirs, ſhall be from all Right, Title, Intereſt, Claim and Demand, in or to the Premiſſes, or any part thereof, utterly and wholly excluded, and for ever debarred by theſe preſents. And further witneſſeth by theſe Preſents, that the ſaid *G. F.* and his Heirs, ſhall and will warrant, and for ever defend the Premiſſes, and every of them, unto the ſaid *T. M.* and *H. G.* and their Heirs, againſt the ſaid *G. F.* and his Heirs, and againſt all and every perſon and perſons lawfully having or claiming, or which may hereafter lawfully have or claim or demand the Premiſſes, or any part thereof, or any Right, Title, Intereſt, Claim, or Demand, into the Premiſſes, or into, or out of any parcel of the ſame, from, by, or under the ſaid *G. F.* his Heirs or Aſſigns, and againſt the Heirs and Aſſigns of *E. F.* deceaſed, late eldeſt Brother of the ſaid *G. F.* and the ſaid *G. F.* for him, his Heirs, Executors, and Adminiſtrators, doth Covenant and grant, to and with the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, in manner and form following, (That is to ſay) that the Premiſſes, with their Appurtenances, ſhall for ever hereafter remain and continue unto the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, to the uſe and behoof of them and their Heirs, free and clear, and freely and clearly acquitted, exonerated, and diſcharged, or otherwiſe, well and ſufficiently ſaved and kept harmleſs, of, from, for, and concerning all and all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Eſtates, Mortgages, Dowers, Joyntures, Uſes, Wills, Entails, Iſſues, Seiſures, Amerciaments, Rent-ſeck, Rent-charge, and Arrearages of Rent, Limitation of Uſes, Statutes-Merchant, and of the Staple, Judgments, Recognizances, Extents, Executions, Intruſions, Titles, Troubles, Charges, Incumbrances, Claim, and Demand whatſoever, had, made, committed, done, or ſuffered, by him the ſaid *G. F.* or by any other perſon or perſons whatſoever, lawfully claiming by, from or under him, his Heirs or Aſſigns. And further, That the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, and every of them, ſhall and may from time to time, and at all times hereafter, lawfully, quietly, and peaceably, have, hold, occupy, poſſeſs and enjoy the Premiſſes, with their Appurtenances, and every part and parcel thereof, without the let, denial, diſturbance, expulſion, or eviction of him the ſaid *G. F.* his Heirs or Aſſigns, or of any other perſon or perſons, lawfully claiming or deriving, or which ſhall or may lawfully claim or derive any Eſtate, Right, Title, or Intereſt, by, from, or under him the ſaid *G. F.* his Heirs or Aſſigns, or in, by, from, or under the ſaid *E.* deceaſed, the ſaid Eldeſt Brother of the ſaid *G. F.* And further, That he the ſaid *G. F.* and *S.* his Wife, and the Heirs and Aſſigns of the ſaid *G. F.* and all and every other perſon and perſons, which now have, or which at any time hereafter ſhall or may have any lawful Eſtate, Right, Title, or Intereſt, in, to or to the Premiſſes, or unto any part or parcel thereof, by, from, or under the ſaid *G. F.* his Heirs or Aſſigns; or by, from, or under the

said *E. F.* the said eldest Brother of *G. F.* shall and will from time to time, and at all times hereafter, during the term of Seven years, now next ensuing the date hereof, upon reasonable request to be made by the said *T. M.* and *H. G.* their Heirs and Assigns, or any of them in that behalf, and at his and their proper Costs and Charges in the Law, do, make, suffer, acknowledge, and execute all and every such other and further lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, in the Law whatsoever, for the better Assurance, Surety, sure Making, Conveying, and Assuring of the Premisses, and every part thereof, unto the said *T. M.* and *H. G.* their Heirs and Assigns, to the use and behoof of them, and of their Heirs and Assigns for ever, as by his and their Councel in the Law shall be reasonably devised, or advised and required. **Provided always**, nevertheless and upon condition, that if he the said *G. F.* his Heirs, Executors, and Administrators, or any of them, do and shall well and truly pay, or cause to be well and truly paid unto the said *T. M.* and *H. G.* their Heirs, Executors, or Assigns, at the now dwelling house of the said *H. G.* situate in *F.* &c. the several Sums of lawful money of *England*, hereafter in these presents mentioned and expressed, at the days and times hereby limited and appointed, in manner and form following, **That is to say**, the Sum of, &c. without fraud, covin, or further delay, that then the said *T. M.* and *H. G.* for them, their Heirs, Executors, and Administrators, do Covenant and grant, to and with the said *G. F.* his Heirs and Assigns, that they the said *T. M.* and *H. G.* and the Survivor of them, and his and their Heirs, shall and will upon reasonable Request to be made by the said *G. F.* his Heirs or Assigns, and at his and their proper costs and charges, within 40 days next after such full payment of the said several Sums of Money, in manner and form aforesaid, sufficiently convey and assure the Premisses, and every part thereof, unto the said *G. F.* his Heirs and Assigns for ever, or to such other person or persons, as he the said *E. F.* his Heirs or Assigns, shall by his or their Writing, under his or their Hand and Seal, direct, limit, or appoint, freed and cleared, of and from all Estates, Charges, and Incumbrances whatsoever, had, made, done, committed, suffered, or executed to them, or either of them, their, or either of their Heirs or Assigns. And the said *G. F.* for him, his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *T. M.* and *H. G.* their Heirs, Executors, and Assigns, that he the said *G. F.* shall and will well and truly pay, or cause to be paid to the said *T. M.* and *H. G.* their Heirs, Executors, or Assigns, the several Sums of Money in the said Proviso and Condition, mentioned at the several days and times in the said Proviso limited and appointed. **And lastly**, It is covenanted, granted, condescended, concluded, and agreed upon, by and between the said parties to these present Indentures, that it shall and may be lawful, to and for the said *G. F.* his Heirs and Assigns, to have, take, and receive, all and singular the Rents, Issues, and Profits of the Premisses, to his or their own proper use and behoof, until default of payment of the said several Sums of Money before mentioned, or any of them, or any part or parcel of them in part, or in all, at any of the said days and times before limited for payment thereof, without the let, trouble, denial, eviction, interruption,

Condition.

Covenant to receive Rents until default of payment of several Sums of money without interruption.

ces, or diſturbance of the ſaid *T. M.* and *H. G.* their Heirs or Aſſigns, and without any account thereof, or for any part thereof, to be had or made to the ſaid *T. M.* and *H. G.* or either of them, their, or either of their Heirs or Aſſigns; he the ſaid *G. F.* his Heirs and Aſſigns, paying and diſcharging in the mean time, as well the yearly Rent-charge of 30 l. iſſuing out of the Premiſſes, and payable yearly unto the Heirs and Aſſigns of *E. F.* late Cit. and Clothw. of *L.* deceaſed; as alſo ſuch Taxes, Rates, Payments, and Duties whatſoever, which ſhall from time to time happen to be taxed, rated, impoſed, or otherwiſe become due and payable, for and in reſpect of the Premiſſes, or any part thereof. In Witneſs, &c.

Of a Demiſe of a Meſſuage, by way of Mortgage, &c.

This Indenture made, &c. Between *I. F.* of the one part, and *G. S.* of the other part, Witneſſeth, That whereas the ſaid *G. S.* by Deed indented under his Hand and Seal, bearing date, &c. hath bargained, ſold, demiſed, granted, and to Farm-letten unto the ſaid *I. F.* his Executors, &c. all that Meſſuage, &c. To have and to hold the Meſſuage, &c. from the date of the ſaid Indenture for 99 years, under the yearly Rent of one Pepper-Corn, as by the ſaid recited Indenture, relation being thereunto had, more at large appeareth. Now this Indenture Witneſſeth, That the ſaid *I. F.* for divers good cauſes and conſiderations him thereunto moving, hath bargained, ſold, betaken, and to Farm-letten, and by theſe preſents doth bargain, ſell, betake, and to Farm-let, unto the ſaid *G. S.* his Executors, Adminiſtrators, and Aſſigns, the ſaid Meſſuage, &c. and the Reverſion and Reverſions, Rents, Iſſues, and Profits, of all and ſingular the ſaid Meſſuages and Premiſſes, and of every part and parcel thereof, To have and to hold the ſaid Meſſuage, &c. unto the ſaid *G. S.* his Executors, &c. from the Enſealing and Delivery of theſe preſents, unto the end and term of 99 years from thence next enſuing, and fully to be compleat and ended. Provided always, and theſe preſents are upon this condition, nevertheleſs, that if the ſaid *G. S.* his Heirs, &c. do not, or ſhall not from henceforth yearly, and from year to year, for and during the natural lives of *R. F.* and *S. F.* Children of the ſaid *I. F.* and the longer liver of them, well and truly pay, or cauſe to be paid unto the ſaid *I. F.* his Executors, &c. ſuch a Sum or yearly Rent, at ſuch a place and days in every year, by equal portions, without any Deduction, Allowance, Abatement, or Defalcation whatſoever; That then, and from thenceforth, this preſent Leaſe of the ſame Premiſſes, ſhall ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſes, as if theſe Preſents had never been made: and then, and at any time afterwards, it ſhall and may be lawful unto, and for the ſaid *I. F.* his Executors, &c. to enter into, and upon the ſaid Meſſuages and Premiſſes, or any part thereof, in the name of the whole: and the ſame to have again, retain, and re-poſſeſs, as in his and their firſt and former Eſtate. And the ſaid

Recital.

Conſideration.

Grant.

Habend.

Proviſo.

G. S. his Executors, Administrators, and Assigns, and all other Occupiers of the Premisses, thereout, and from thence utterly to expell, put out, and amove, this Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *G. S.* &c. doth Covenant with the said *J. F.* &c. that the said *G. S.* his Heirs, &c. or some of them, shall and will from time to time, and at all times hereafter during the natural lives of the said *R. F.* and *S. F.* Children of the said *J. F.* and the life of the longer liver of them, well and truly pay, or cause to be paid unto the said *I. F.* his Executors, &c. the said annual Sum, or yearly payment of, &c. at the place, days, and times above mentioned for payment thereof, and in manner and form aforesaid, without making Default of payment, of or in any one point thereof, and without any Deduction, Allowance, Abatement, or Defalcation whatsoever; and that he the said *G. S.* his Executors, &c. shall from time to time, and at all times during the natural life and lives of the said *R. F.* and *S. F.* and the life of the longer liver of them, well and sufficiently repair, uphold, support, sustain, and maintain, and keep the said Messuage, &c. in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, or as often as need shall require. And also, That it shall and may be lawful to and for the said *I. F.* his Executors or Assigns, with Workmen or others, in his, their, or any of their Companies, or without twice in every year, yearly, during the natural lives and life of the said *R. F.* and *S. F.* and the life of the longer liver of them, to enter and come into the said Messuage or Tenement in every or any part thereof, there to view, search, and see the state of the reparations of the same, and of every part thereof, and all such defaults and wants of repair, as upon every such view or search shall be found, to give or leave notice or warning in Writing at the same Premisses, or some part thereof unto, or for the said *G. S.* his Heirs or Assigns, to repair or amend the same defaults and wants of Reparations within the space of six months then next ensuing. And it is lastly, the Agreement of the said *I. F.* for himself, his Executors, &c. to and with the said *G. S.* his Heirs, &c. by these Presents, That the said *G. S.* his Heirs, &c. paying the said yearly Sum of, &c. in form aforesaid, and performing, fulfilling, and keeping all and singular other the Covenants, Grants, Clauses, and Agreements therein contained, on his and their parts, to be done and performed, shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the Messuages and Premisses above herein and hereby granted, and to him letten with their Appurtenances, and every part thereof, during the said term thereby granted without any let, trouble, interruption, incumbrance, or disturbance, of or by the said *I. F.* his Executors, &c. or any of them, or any other person or persons lawfully claiming, or which shall or may lawfully claim, by, from, or under him, them, or any of them. In Wit-

Covenant for true payment of the Annual sum of, &c. during the natural lives of F. *and* S. F. *Children of* J. F. *without defalcation.*

G. S. Lessee to repair the premisses, as need requires.

To view Reparations.

To give notice for repairing.

Observing the Covenants, may quietly enjoy the Premisses, without disturbance, &c.

A good Mortgage by Deed inrolled, and Defeasance thereupon, with a Clause if the money be not paid according to the Proviso, *That the Mortgagee, paying a further Sum, shall have the Land established.*

THis Indenture, &c. Between *P. R.* Cit. and D. of *L.* and *W. D.* of *C.* in the Parish of *L.* in the County of *L.* Chapman on the one part, and *I. S.* of *S.* in the County of *L.* Esq; Son and Heir of *I. S.* late of *S.* aforesaid Esq; deceased on the other part, Witnesseth, That whereas the said *I. S.* party hereunto, by Indenture of Bargain and Sale, under his hand and seal, bearing the day of the date of these presents, and sealed and delivered at one instant of time, together with these presents, and intended to be inrolled in the High Court of *Chancery*, for and in consideration of the Sum of 500 l. of, &c. therein mentioned to be to him paid by the said *P. R.* and *W. D.* hath granted, bargained, sold, aliened, enfeoffed, and confirmed unto the said *P. R.* and *W. D.* and to their Heirs and Assigns for ever, all that Capital Messuage and Tenement, &c. as by the said recited Indenture of Bargain and Sale (Relation being thereunto had) more at large appeareth. It is nevertheless provided, covenanted, granted, concluded, conditioned, condescended, declared, and agreed, by and between all the said parties to these presents, for them, their Heirs, Executors, Administrators, and Assigns, and each and either of them the said *P. R.* and *W. D.* severally and respectively by and for himself, his respective Heirs, Executors, Administrators, and Assigns, and not joyntly, nor one for another, nor one for the act of another, doth covenant, promise, grant, condescend, and agree to and with the said *J. S.* party hereunto, his Heirs and Assigns, and every of them by these presents, That if the said *J. S.* party hereunto, his Heirs, Executors, Administrators, or Assigns, or any of them, do and shall yearly and every year, for and during the space of Seven years, to be accounted from the day of the date of these Presents, well and truly pay, or cause, &c. unto the said *P. R.* and *W. D.* or either of them, their or either of their Executors, Administrators, or Assigns, at the now dwelling house of, &c. the yearly Sum or Annual payment of 40 l. of, &c. on the 15 day of *D.* and the 15 day of *J.* in every year by equal portions, without any deduction, allowance, abatement, or defalcation to be had, made, or claimed, for or by reason, colour, or means of any Taxes or Assessment to be laid or set upon the Messuage, Lands, and Premisses aforesaid, or any part thereof, or by colour or means of any Order or Orders, Ordinance or Ordinances, Act or Acts of Parliament, made or to be made, or otherwise howsoever. The first payment thereof to begin and be made on the 15 day of *D.* next ensuing the date of these presents. And also, if the said *J. S.* party hereunto, his Heirs, Executors, Administrators, or

Recital of the Bargain and Sale.

Consideration

Grant.

Covenant

Reciprocal.

If payment of 40 *l.* per annum, *for Seven years by equal portions, without deduction,* &c.

Assigns, do well and truly pay, or cause, &c. unto the said *P. R.* and *W.D.* or either of them, or to the Executors, Administrators, or Assigns of them, or either of them, at the place of payment aforesaid, the Sum of 500 l. of like, &c. on the 20 day of *J.* which shall be in the year, &c. and to make no default of payment, of or in any one payment of the Sums of money aforesaid: And also, if upon convenient notice given or left at the said Capital Messuage, after the expiration of two years now next ensuing, he the said *J. S.* his Executors or Administrators, shall within six months next after such notice pay or cause to be paid to the said *P. R.* and *W.D.* or either of them, their or either of their Executors, or Administrators, the said Sum of 500. and such Consideration as shall be then behind and unpaid, according to the rate of use, that then and from thenceforth the said recited bargain and sale, and the uses therein limited, shall cease, determine, and be utterly void and of none effect. And that then or at any time afterwards, the said *P.R.* &c. their Heirs or Assigns, shall and will upon the reasonable request of the said *J. S.* party, &c. his Heirs or Assigns, yield and deliver up the said Indenture of bargain and sale, and that part of these present Indentures which is under the hand and seal of the said *J.S.* party, &c. if the same be not in the mean time casually lost, destroyed, cancelled, or defaced by fire or otherwise, unto him the said *J. S.* party, &c. his Heirs or Assigns, to be cancelled and made void, together with all and singular the Deeds and Evidences mentioned in the Schedule or Inventory hereunto annexed, saving in case of casualty as aforesaid, safe and uncancelled, and then also or at any time afterwards, the said *P. R.* &c. their Heirs or Assigns, shall and will upon the like reasonable request, and at the costs and charges in the Law of the said *J. S.* party, &c. his Heirs or Assigns, grant, re-convey, and re-assure all and singular the Capital Messuage, Tenement, or Mansion-house, Lands, and Hereditaments, in and by the said recited Indenture of bargain and sale granted, bargained, sold, and conveyed with their Appurtenances, and every part and parcel thereof unto the said *J. S.* party, &c. his Heirs and Assigns, or to such other person or persons, as he or they shall in that behalf direct and appoint, freed and discharged of and from all and all manner of former Estates, Leases, Dowers, Titles, Troubles, Charges, and Incumbrances, had, made, committed or done by them the said *P. R.* &c. their Heirs and Assigns, or any of them, at any time or times before the making of such Conveyance or re-assurance, as by the said *J. S.* party, &c. his Heirs or Assigns, or his or their Councel learned in the Law, shall be reasonably devised or advised and required, so that in such Re-assurance no greater or other warranty be included then only against the said *P. R.* &c. respectively, their respective Heirs and Assigns: And so as for the doing thereof, the parties who are to join therein be not compelled to travel further, then the Cities of *L.* and *W.* or one of them. And the said *J. S.* party, &c. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, grant, and agree to and with the said *P. R.* &c. and either of them, their and either of their Executors, Administrators, and Assigns, by these Presents, That he the said *J. S.* party, &c. his Heirs, Executors, Administrators and

Also 500.

Not to fail of payment at the times aforesaid, specified.

If upon notice left at the Messuage, after two years, J.S. shall within six months after notice, cause to be paid to P.R. and W.D. 500l. with such consideration due, then bargain & sale to be void, and yield up the bargain & sale to be cancelled.

To re-convey.

Freed and discharged of all Trouble, &c. and to re-assure as Councel shall advise.

Covenant for payment yearly, of 40 l. per Annum.

and Aſſigns, or ſome of them, ſhall and will from time to time well and truly pay, or cauſe, &c. unto the ſaid *P. R.* &c. their Executors, Adminiſtrators, or Aſſigns, the ſaid yearly ſum or annual payment of 40 l. of, &c. for and during the ſaid term of five years, and the ſaid Sum of 500 l. of, &c. at the place, ſeveral days and times above mentioned for payment thereof, and in manner and form aforeſaid, without making default of payment, of or in any one payment thereof, and without any deduction, abatement, allowance, or defalcation to be had, made, or claimed, for, or by colour, or means of any Taxes or Aſſeſſments to be laid or ſet upon the Meſſuage, Lands, and Premiſſes aforeſaid, or for, or by reaſon of any Act, Order, or Ordinance of Parliament, or otherwiſe howſoever. And that in caſe the ſaid *J. S.* party, &c. his Heirs, Executors, Adminiſtrators, or Aſſigns, do or ſhall make any default of payment of or in any one payment of the yearly Sum of 40 l. above mentioned, or of the ſaid Sum of 500 l. or any part thereof, contrary to the form of the Covenant or Condition above expreſſed: Then if the ſaid *P. R.* his Executors, Adminiſtrators, or Aſſigns, do and ſhall at any time afterwards within the ſpace of ſix months next after any ſuch default of payment as aforeſaid, well and truly pay or tender to be paid unto the ſaid *J. S.* his Heirs or Aſſigns, at, &c. a further Sum of 500 l. of, &c. deducting and defalking out of the ſame, all ſuch Sum and Sums of money, as ſhall then be due and payable for the intereſt of the Sum of 500 l. firſt above mentioned, That then or at any time afterwards, he the ſaid *J. S.* his Heirs or Aſſigns, ſhall and will, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *P. R.* &c. their Heirs or Aſſigns, or any of them, well and ſufficiently, and in due form of Law, grant, releaſe, convey, and aſſure all and ſingular the ſaid Capital Meſſuage, Tenement, or Manſion-houſe, Lands, and Premiſſes above mentioned, with their Appurtenances, and all his and their Eſtate, Right, Title, Intereſt, Power and Benefit of Redemption, claim, and demand whatſoever, of, into, and out of the ſame, and every part thereof, unto the ſaid *P. R.* &c. their Heirs or Aſſigns, or ſuch other perſon or perſons as they, either or any of them ſhall in that behalf direct and appoint, freed and diſcharged of the Proviſo, Condition or Agreement above mentioned, and of all power and benefit of redemption, by ſuch aſſurance and conveyance in the Law, as by the ſaid *P. R.* &c. And further, That in caſe the ſaid *P. R.* &c. their Executors or Aſſigns, ſhall at any time hereafter before the end of the ſaid Term of five years, be compelled, or compellable by any Act or Ordinance of Parliament, made or to be made, or otherwiſe to accept and take after the rate of 6 l. *per Cent.* for the forbearance of the Sum of 100 l. for one year, or leſs than the Sum of 8 l. *per Cent.* for the 500 l. above mentioned; That then he the ſaid *J. S.* party, &c. his Heirs or Aſſigns, ſhall and will at the end of ſix months after notice or warning in that behalf given or left by the ſaid *P. R.* &c. their or either of their Executors, Adminiſtrators, or Aſſigns, at or in the ſaid Capital Meſſuages well and truly pay or cauſe to be paid unto the ſaid *P. R.* &c. their Executors, Adminiſtrators, or Aſſigns, at the place of payment aforeſaid, the ſaid Sum of 500 l. and all ſuch part, and ſo much of the ſaid annual Sum of 40 l.

And the ſaid ſum of 500 l. &c.

No default be made of the 500 l.

Then P. R. *the Mortgagee his, &c. to pay and tender to be paid unto* J. S. *his Heirs, &c. at, &c. a further ſum of 500 l. deducting this intereſt payable for the other 500 l. And then* J. S. *the Mortgagor, his Heirs ſhall upon the requeſt, and at the coſt of* P.R. &c. *their Heirs, &c. in due form of Law, releaſe their Eſtate, and benefit of Redemption, and demand whatſoever unto* P. R. *his, &c.*

40 l. above mentioned, as ſhall be then in arrear unpaid and unſatisfied. And it is laſtly the agreement of the ſaid *P. R.* &c. for themſelves, their Executors, and Aſſigns, that the ſaid *I. S.* party, &c. his Heirs and Aſſigns, ſhall and may have, hold, and enjoy all and ſingular the ſaid Capital Meſſuage, Tenement, or Manſion-houſe, Lands, and Hereditaments, and every part thereof, and receive and take the Rents and Profits thereof to his own proper uſe, until default of payment made of or in ſome payment of the payments aforeſaid, contrary to the form above declared, without any let, hinderance or impediment, of or by the ſaid *P. R.* &c. or either of them, their or either of their Heirs, Executors or Aſſigns, or any of them. In Witneſs, &c.

Enjoyment until default of payment.

A Mortgage of Land to Two in Common.

THis Indenture between the Right Honourable *F.* Earl of *B.* &c. on the one part, and *R. M.* Cit. and *G.* of *L.* and *I. B.* Cit. and M. of *L.* on the other part, Witneſſeth, That the ſaid Earl, for, and in conſideration of the Sum of 1000 l. of lawful, &c. to him the ſaid Earl, before the enſealing of theſe preſents, paid by the ſaid *R.* and *I.* whereof, &c. hath bargained, given, ſold and granted, and by theſe preſents, for himſelf and his Heirs, doth fully, clearly, and abſolutely Bargain, &c. unto the ſaid *R.* and *I.* their Heirs and Aſſigns for ever, all that the Rectory, Parſonage, Sheaf, Tythe, Grain and Corn of *C.* in the County of *B.* and all the Manſion-houſe, and other Buildings of the ſaid Rectory and Parſonage, and all the Glebe-Lands, Meadows and Paſtures, with the Appurtenances whatſoever, to the ſame Rectory or Parſonage belonging, or in any wiſe appertaining, and alſo all that the Manor of *W.* in the ſaid County of *B.* with the Appurtenances, and all Houſes, Buildings, Lands, Tenements, Meadows, Paſtures, Woods, Rents, Reverſions, Services, and Hereditaments whatſoever to the ſame Manor belonging or appertaining, or accepted, reputed, taken, known, uſed or occupied, as part, parcel, or member thereof, together with all and ſingular other Lands, Tenements, Meadows, Paſtures, Woods, Rents, Reverſions, Services and Hereditaments of him the ſaid Earl, whatſoever in *C.* and *W.* aforeſaid in the ſaid County of *B.* and all and ſingular Courts-Leets, Liberties, Priviledges, Franchiſes, Profits, Commodities and Juriſdictions, which he the ſaid Earl hath or had, or may or ought to have in or upon the Premiſſes, or any part thereof, to have, hold, occupy, and enjoy the one moiety of all and ſingular the ſaid Rectory, Parſonage, Garbe, Sheaf, Tythe, Grain, and Corn of *C.* aforeſaid, the Glebe-Land, and other the Premiſſes to the ſame Rectory or Parſonage belonging, and alſo the one moiety of all the ſaid Manor of *W.* with all the Lands, Tenements, and Hereditaments to the ſame Manor belonging, with all Lands, Tenements, Rents, Reverſions, Services, and Hereditaments, and other the Premiſſes, with all and ſingular their Appurtenances, before bargained and ſold to the ſaid *R. M.* his Heirs and Aſſigns for ever, to, and for the only uſe and behoof of the ſame

Conſideration 1000 l.

Sale to Two of a Rectory, &c.

Habend. of the one moiety to the one in Fee.

R. M.

R. M. and his Heirs and Aſſigns for ever, and to have and to hold one other moiety of the ſaid Rectory and Parſonage, with the Appurtenances, and of the ſaid Mannor of *W.* with the Appurtenances, and of all and ſingular other the above bargained Premiſſes to the ſaid *J. B.* his Heirs and Aſſigns for ever, and to the only uſe, &c. to be holden of the chief Lord and Lords, of the Fee and Fees thereof, by the Rents and Services thereof, before due and accuſtomed: And the ſaid Earl, for him, his Heirs, Executors and Adminiſtrators, and every of them, doth Covenant and Grant, to, and with the ſaid *R. M.* and *J. B.* and either of them ſeverally, and ſeverally to, and with the Heirs, Executors, Adminiſtrators and Aſſigns, of either of them, in manner and form following, That is to ſay, That he the ſaid Earl, at the ſealing and delivery of theſe preſents is lawfully ſole ſeized of, and in the ſaid Rectory, Parſonage Mannor, Lands, Tenements, and all other the Premiſſes, with the Appurtenances before bargained and ſold, of a good, perfect, ſure, and indefeaſible eſtate in the Law in Fee-ſimple, to, and for the only uſe of the ſaid Earl, and of his Heirs and Aſſigns, without any Defeaſance, Condition or Mortgage. And that he the ſaid Earl, of ſuch Eſtate, hath full Power, and lawful Right to bargain, ſell, give, grant, convey, and aſſure all and ſingular the ſaid Parſonage and Mannor, with their Appurtenances, and all other the Premiſſes, with their Appurtenances, unto the ſaid *R.* and *J.* their Heirs and Aſſigns in form aforeſaid for ever; and that the ſaid Rectory, Mannor and Premiſſes now are, and during ſuch Leaſes and Terms of years as are therein, or in any part thereof yet to come, ſhall continue of the clear yearly value of 100 Marks of, &c. by the Leaſe, ſhall or may lawfully remain and continue unto the Owners of the Reverſion or Reverſions thereof, and to their Heirs for ever. And alſo the ſaid Earl Covenanteth, &c. That as well the ſaid Rectory and Parſonage, Mannor, and all other the Premiſſes, with the Appurtenances, as alſo the ſaid *R.* and *J.* and every of them, their, and every of their Heirs, Executors and Adminiſtrators, for, and in reſpect of the ſame Rectory and Mannor, and other the Premiſſes, now be, and from time to time, and at all times from henceforth, ſhall and may be, remain and continue for ever, fully and clearly acquitted and diſcharged, or otherwiſe by the ſaid Earl, his Heirs, Executors and Adminiſtrators, at all times well and ſufficiently ſaved harmleſs, of, and from all manner of former Bargins, Sales, Feoffments, Gifts, Grants, Leaſes, Demiſes, Wills, Deviſes, Uſes, Entails, Joyntures, Dowers, Titles, and Rights of Dowers, Statutes-Merchant, and of the Staple, Recognizances, Writings, Obligations, Judgments, Condemnations, Executions, Penalties, Forfeitures, Iſſues, Amerciaments, Intruſions, Rents-Charge, Rent-ſeck, Fines for Alienation, without Licence, by theſe preſents, or otherwiſe, and of, and from all other Charges, Burdens and Incumbrances whatſoever they be, had, made, done or committed by the ſaid Earl, or by any other perſon or perſons, at, or before the enſealing and delivery of theſe preſents, all and every Leaſe and Leaſes, Grants and Eſtates, before this time made to any perſon or perſons of the Premiſſes, or any part thereof, upon which Leaſes, Grants and Eſtates, the old yearly Rents, or more are reſerved, and during the continuance of the ſame, and every of them, ſhall be yearly due and payable to the Owners

Habend. of the other moiety to the other in Fee.

Covenants with the Grants jointly for Sure in Fee.

Authority to ſell.

Yearly value during the preſent Leaſes.

Continuance of the value, to the Owners of the Reverſion, Diſcharge of Incumbrances.

Exception of Leaſes, and of the chief Rents.

Owners of the Reverſion of the ſame Premiſſes, without fraud or covin, and the chief Rents and Services hereafter to be due to the chief Lord or Lords of the Fee or Fees theſeof in reſpect of their Seigniories only, always except. *Provided always*, That if the ſaid Earl, his Heirs, Executors, Adminiſtrators or Aſſigns, do pay, or cauſe to be paid unto the ſaid *R. M.* his certain Attorney, Executors or Adminiſtrators, the Sum of 500 l. of, &c. at, &c. of the ſaid *R.* &c. on the firſt day of *M.* next, &c. between the hours of, &c. That then this preſent Bargain and Sale, and all Uſes raiſed or conveyed by this preſent Deed, and all Eſtates paſſed and transferred from the ſaid Earl, to the ſaid *R.* his Heirs and Aſſigns, by vertue and effect of theſe Preſents, of all that one moiety of all the ſaid Rectory or Parſonage, with the Appurtenances, and of the ſaid Mannor, with the Appurtenances, and of all and ſingular other the Premiſſes, with their Appurtenances, ſhall utterly ceaſe and be void; and that then, and from the time of the ſaid 500 l. to the ſaid *R. M.* his certain Attorney, Executor or Adminiſtrator, or any of them ſo paid as aforeſaid; it ſhall be lawful to the ſaid Earl, his Heirs and Aſſigns, into all that moiety of all and ſingular the Premiſſes, before by theſe Preſents conveyed to the ſaid *R. M.* and his Heirs, to re-enter, and the ſame to have again, as in his or their former Eſtate, theſe Preſents, or any thing therein contained to the contrary notwithſtanding. And alſo, provided always, That if the ſaid Earl, his Heirs, &c. do pay to the ſaid *J. B.* &c. 500 l. of, &c. at, &c. on the ſaid firſt day, &c. between the ſaid hours, &c. that then, &c. *viz.* Deſeaſance of the Eſtate of *J. B.* of the other moiety of the Premiſſes. And the ſaid Earl covenanteth, &c. That if he break the Condition, &c. then to make ſeveral further aſſurances, &c. And the ſaid *J. B.* covenanteth, &c. That if the ſaid Earl, his Heirs, Executors or Aſſigns, do pay, or cauſe to be paid unto the ſaid *J. B.* his certain Attorney, Executor or Adminiſtrator, the Sum of 500 l. of, &c. in manner and form afore appointed in theſe Preſents, that then, and from thenceforth the ſaid *J. B.* his Heirs and Aſſigns, ſhall be and ſtand, and be ſeiſed of all that moiety of all the Premiſſes conveyed to the ſaid *J. B.* and his Heirs as aboveſaid, to the only Uſe of the ſaid Earl, his Heirs and Aſſigns: And that then alſo, and from thenceforth the ſaid *J.* his Heirs and Aſſigns, at all times during ſix months, from thence next enſuing, at the reaſonable requeſt, and Coſts and Charges of the ſaid Earl, his Heirs, Executors or Aſſigns, ſhall and will do, make, knowledg, and execute, all and every ſuch Act and Acts, Thing and Things, Deviſe and Deviſes whatſoever in the Law, as by the ſaid Earl, his Heirs or Aſſigns, or by his or their learned Council in the Law, for the better releaſing and having back again, of all the ſaid moiety of all and ſingular the Premiſſes, with the Appurtenances, before conveyed to the ſaid *J. B.* and his Heirs, ſhall be reaſonably and lawfully deviſed or adviſed, with Warranty only againſt the ſaid *J. B.* and his Heirs: The like Covenant on the part of *R. M.* And alſo, the ſaid *R.* and *J.* for them, their Heirs and Aſſigns, do Grant and Agree by theſe Preſents, That the ſaid *R.* and *J.* their Heirs and Aſſigns, ſhall permit and ſuffer the ſaid Earl, his Heirs and Aſſigns, to have, take, and enjoy the Rents, and uſual Profits of the Premiſſes, from thenceforth, until the firſt day of *M.* now next coming, without

Condition to have again the Eſtate, for the payment of 500 l. to one, and 500 l. to the other.

Further aſſurance, in caſe of breach.

In caſe of payment, the Mortgagees to ſtand ſeiſed to the Mortgagors uſe, and do acts for releaſing, &c.

The Mortgagee to permit the Mortgagor to enjoy the Rents of the Premiſſes till the time of Redemption.

out any account thereof, or of any part thereof, to be made or given to the ſaid *L.* and *I.* their Heirs or Aſſigns, or any of them: In Witneſs, &c.

A Recognizance of a 1000 l. *to* R. M. *and another of another* 1000 l. *to* J. B. *from my Lord, made for performance of theſe Covenants.*

A Mortgage of Land, to ſave harmleſs of certain Bails and Suretiſhips.

THis Indenture, &c. Between *I.B.* Cit. and G. of *L.* on the one part, and *R.B.*&c. on the other part, Witneſſeth, That whereas the ſaid *R.* with the ſaid *I. B.* and at his ſpecial Requeſt, and for the only debt of the ſame *I.* by one Obligation dated, &c. did become jointly and ſeverally bound unto *A.M.* &c. in the Sum of 120 l. of, &c. for the payment of 100 l. of like money, to have been paid at a day now paſt, as by the ſaid Obligation and Condition thereof more plainly may appear. And whereas the ſaid *R.* and one *I.S.* Salter, at the entreaty, and by the ſpecial means of the ſaid *R. B.* have taken the ſaid *I. B.* to Bail in an Action of Treſpaſs, the Damage laid at 224 l. brought againſt the ſaid *I. B.* in the Compter in *W.* in *L.* at the Suit of *M. S.* Goldſmith, and *W. C.* Grocer, as by the Records remaining in the Compter aforeſaid will appear. And whereas alſo the ſaid *R.B.* and *I.S.* at the entreaty, and by the means of the ſaid *R. B.* have taken the ſaid *I.B.* to Bail in the Compter in the Poultrey in *L.* in an Action of Debt of 91 l. 12 s. 7 d. there brought againſt the ſaid *I. B.* at the Suit of one *R. T.* &c. as by the Records, &c. And whereas moreover one *M. C.* of the Town of *S.* Draper, by an Attachment made in *L.* as of Goods of the ſaid *M. S.* and *W. C.* ſuppoſed in the hands of the ſaid *I. B.* had recovered againſt the ſame *I.* 47 l. 2 s. 6 d. of, &c. whereupon the ſaid *I.* hath now brought a Writ of *Error*, and upon allowance of the ſame Writ, the ſaid *I. B.* and *I. S.* as in that caſe is accuſtomed, are become Sureties for the ſaid *I. B.* and where alſo the ſaid *R. B.* hath undertaken to ſave harmleſs the ſaid *I.S.* of, and for all the Premiſſes. Now the ſaid *I. B.* for, and in conſideration, that the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, and all the Lands, Tenements, Goods, and Chattels of the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, from time to time, and at all times hereafter, ſhall as well be clearly ſaved and kept harmleſs, of, and for all and ſingular the Bonds, Bails, Suretiſhips, and other Charges whatſoever, here above in theſe preſents expreſſed and recited, And alſo thereof and therefrom ſhall be clearly diſcharged, at, or before ſuch time as thereto is hereafter aſſigned in theſe preſents, Hath given, granted, bargained and ſold, and by theſe preſents, &c. to the ſaid *R. B.* and to his Heirs and Aſſigns for ever, all that Meſſuage and Tenement, with the Appurtenances, ſometime in the Tenure and Occupation of one *T. R.* late parcel of, &c. ſituate in the Pariſh of St. *B.* in *L.* commonly called the *G.*

Recital of Engagements.

Conſideration of ſaving harmleſs.

Grant.

and

and now or late being in the proper Occupation of the ſaid *J. B.* And all and ſingular Houſes, Buildings, Yards, void Grounds, Profits, Commodities, Eaſements and Hereditaments to the ſaid Meſſuage and Tenement belonging or appertaining, or therewith as any part thereof, now, or at any time heretofore had, uſed or occupied; And the Reverſion and Reverſions, of all and ſingular the Premiſſes: And all the Eſtate, Right, Title, and Intereſt of the ſaid *J. B.* of, in, and to the Premiſſes, and every part and parcel thereof, and all and ſingular Deeds, Evidences and Writings, touching or concerning the Premiſſes or any part thereof. **To have and to hold** the ſaid Meſſuage and Tenement, with their Appurtenances, and all and ſingular the Premiſſes above bargained and ſold, with their Appurtenances, to the ſaid *R.* his Heirs and Aſſigns for ever, to the only Uſe, &c. And whereas the late Dean and Chapter of the Cathedral Church of St. *P.* in *L.* by their Indenture of Leaſe under their common Seal, bearing date, &c. did Demiſe, and let to Farm the ſaid Meſſuage and Tenement, with the Appurtenances, unto one *R. D.* then Citizen, &c. to hold to him and his Aſſigns, from the Feaſt of, &c. unto the end of 99 years, from thence next following, for the yearly Rent of 5 l. therefore yearly to be paid, as by the ſaid Indenture of Leaſe, &c. the reſidue of which Leaſe, and term of years now to come, by lawful conveyance in the Law, by means of the ſaid *J. B.* and in truſt to be aſſigned and conveyed, at the pleaſure and appointment of the ſaid *I. B.* and of his Aſſigns, is to come unto *M. C.* of, &c. *I. C.* and *W. C.* &c. The ſaid *I. B.* for the better ſurety and aſſurance to ſave and keep harmleſs the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, of, and for the Bonds, Bails, Suretiſhip, and Charges aforeſaid, hath delivered, bargained, and ſold to the ſaid *R. B.* the ſaid Indenture of Leaſe, and all Conveyances thereof. And by theſe Preſents covenanteth, &c. That the ſaid *M. C.* *I. C.* and *W. C.* or the Survivors or Survivor of them, on this ſide the 24th day of *I.* which ſhall be in the year of our Lord God, &c. ſhall plainly and lawfully convey, aſſign, and ſet over all their Eſtate, Intereſt, and Term of years, of, and in the ſaid Meſſuage and Tenement, with the Appurtenances, yet to come; and the ſaid Original Indenture of Leaſe thereof, and all Conveyances of the ſame, unto ſuch perſon or perſons as the ſaid *R.* in the behalf ſhall name and appoint. **Provided always**, That if the ſaid *I. B.* his Executors, Adminiſtrators or Aſſigns, ſhall as well procure and cauſe, that the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, on this ſide the ſaid 24th day, which ſhall be, &c. ſhall be clearly and abſolutely acquitted and diſcharged, of, from, and from all the Bonds, Bails, and Suretiſhip aforeſaid, and all other Charges wherewith the ſaid *R. B.* hath charged himſelf from the ſaid *I. B.* as aforeſaid; as alſo in the mean time, from time to time, do well and ſufficiently ſave harmleſs the ſaid *R. B.* his Heirs, Executors, and Adminiſtrators, and all his and their Lands, Tenements, Goods and Chattels, of, and for the Bonds, Bails, Suretiſhips, and Charges aforeſaid, wherewith they, or any of them may be charged as aforeſaid, that not only the Gift, Grant, Bargain, and Sale of the ſaid Meſſuage and Tenement, and other the Tenements above made by theſe preſents, to the ſaid *R. B.* and his Heirs: But alſo the ſaid Grant and Aſſign-

Habendum.

Rent.

Delivery of conveyances for ſecurity.

Proviſo, to procure to be diſcharged by a day, &c.

And ſave harmleſs the ſaid R. B. his, &c.

That the gift, grant & aſſignment of the ſaid Leaſe ſhall be void.

ment

ment of the ſaid Leaſe, and of all other the Premiſſes, above bargained, or Covenanted to be bargained, ſhall be utterly void and fruſtrate. And that then and from thenceforth it ſhall and may be lawful, as well to and for the ſaid *I. B.* his Heirs and Aſſigns, into the ſaid Freehold of the above bargained Premiſſes, wholly to re-enter, and the ſame to have again, as in his or their former Eſtate, as alſo for the ſaid *M. C.* &c. or the Survivors or Survivor of them, their Executors or Adminiſtrators, or any of them, at, and by the appointment and agreement of the ſaid *I. B.* his Heirs or Aſſigns, into the ſaid Meſſuage and Tenement, with the Appurtenances, for the reſidue of the Term of years aforeſaid then to be to come, alſo to re-enter, and the ſame as in their former Eſtate to have again, theſe preſents, or any thing therein contained, to the contrary in any wiſe notwithſtanding. And alſo the ſaid *I. B.* Covenanteth, &c. in form, &c. That he the ſaid *I. B.* now at the enſealing and delivery of theſe preſents, is, and ſtandeth lawfully and ſolely ſeiſed, of, and in the ſaid Meſſuage and Tenement, with the Appurtenances, of a good, perfect, ſure, abſolute, and rightful Eſtate in the Law in Fee-ſimple, either in Poſſeſſion or in Reverſion, immediately expectant, upon determination of the Leaſe and Term of years aforeſaid, without any condition or limitation of Uſe or Uſes, and that of ſuch Eſtate, the ſaid *I. B.* hath good, lawful, and abſolute right and authority, to give, grant, bargain, ſell and aſſure the ſaid Meſſuage and Tenement, with the Appurtenances, to the ſaid *R. B.* his Heirs and Aſſigns for ever, to, and for the only Uſe of the ſaid *R.* his Heirs and Aſſigns for ever. And that the ſaid Meſſuage and Tenement, with the Appurtenances, now are, and from henceforth ſhall be, ſtand, and continue unto the ſaid *R. B.* his Heirs and Aſſigns for ever, clear and clearly diſcharged and acquitted, or otherwiſe at all times ſufficiently ſaved harmleſs, of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Leaſes, Eſtates, Titles, Charges, and Incumbrances whatſoever, the old accuſtomed Rents and Services hereafter to be due, to be paid and done to the chief Lord of the Fee or Fees of the Premiſſes, in reſpect of their Seigniory only, and the ſaid Leaſe for years to be conveyed and aſſigned over, at, and by the appointment of the ſaid *R. B.* his Heirs and Aſſigns as aforeſaid, only except and foreprized. And alſo, that if it do happen the ſaid Meſſuage and Tenement, with the Appurtenances, upon the Condition aforeſaid, ſhall be forfeited to the ſaid *R. B.* and his Heirs, that then, and at all times during three years then next following; the ſaid *I. B.* and *M.* now his Wife, and the Heirs of the ſaid *I. B.* at, and upon every reaſonable Requeſt, and at the Coſts and Charges in the Law only of the ſaid *R. B.* his Heirs, Executors and Aſſigns, ſhall and will do, make, knowledg, ſuffer and execute, and cauſe to be done, &c. all, and every ſuch further Act and Aſſurance, Thing and Things in the Law, for the further and better conveyance, aſſurance, and ſure making of the ſaid Meſſuage and Tenement, and other the above bargained Premiſſes, with their Appurtenances, to be had, conveyed, and made ſure to the ſaid *R. B.* his Heirs and Aſſigns, for their own uſe for ever, as by the ſaid *R. B.* his Heirs or Aſſigns, or by his or their Councel Learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, be it by Fine, Feoffment, Deed or

For re-entry.

J. B. ſtandeth ſeized, &c. and hath good power immediatly expectant, upon determination of the Leaſe, without condition, &c. to grant, and ſell, and aſſure the premiſſes to R. B. his Heirs and Aſſigns for ever.

And ſhall ſtand and continue clear of all former bargains, &c.

Further aſſurance.

Deeds

Deeds inrolled, releaſe with warranty againſt all men, or without warranty, Recovery with Vouchers or Voucher, or by any other lawful way or means whatſoever. And the ſaid *R. B.* Covenanteth, &c. to permit and ſuffer the ſaid *I. B.* and his Aſſigns, to occupy the ſaid Meſſuage and Tenement, with the Appurtenances, keeping the ſame well and ſufficiently repaired in all things, until the ſaid, &c. which ſhall be, &c. ſo as the ſame Meſſuage and Tenement be not in the mean time forfeited to the ſaid *R. B.* and his Heirs, upon the Condition above in theſe preſents expreſſed, and not otherwiſe: In Witneſs, *&c.*

A good Mortgage by way of Leaſe for 500 *years.*

THis Indenture, &c. Between *T. B.* of *I.* in the County of *S.* Gent. Son and Heir of *T. P.* late of *N.* in the ſame County, Dr. of Phyſick deceaſed, on the one part, and *T. B.* of the City of *L.* Merchant. on the other part, Witneſſeth, That the ſaid *T. P.* party to theſe preſents, for and in conſideration of the Sum of 800 l. of, &c. to him in hand, paid by the ſaid *T. B.* at and before the Enſealing and Delivery of theſe preſents. The Receipt whereof, the ſaid *T. P.* party to theſe preſents, doth hereby acknowledg himſelf therewith fully ſatisfied; and thereof, and of every part thereof doth clearly acquit, exonerate, and diſcharge the ſaid *T. B.* his Executors, and Adminiſtrators, by theſe preſents; hath bargained, ſold, demiſed, granted, and to Farm-letten, and by theſe Preſents doth, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns; all that the Mannor of *H.* in the County of *S.* with the Rights, Members, and Appurtenances thereof, and all Meſſuages, Houſes, Waters, Mills, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Heaths, Furs, Moors, Marſhes, Waſt, Profits, and Perquiſits of Courts, Rent of Copy-holders, and Free-holders, Chief-Rents, Quit-Rents, Rents of Aſſize, Fines, Herriots, Amerciaments, Services, Reverſions, Royalties, Privileges, Franchiſes, Juriſdictions, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Mannor belonging or appertaining; or accepted, reputed, or taken, as part, parcel, or member thereof: And alſo all that Tenement, with the Cloſe, or parcel of Paſture, wherein the ſaid Tenement ſtandeth, containing by eſtimation, &c. be the ſame more or leſs, ſituate, lying, and being in the Pariſh of *H.* in the County of *S.* now or late in the ſeveral Tenures or Occupations of, &c. or of their Aſſigns. And alſo that piece, &c. and all Woods, Underwood, Timber, and Trees, ſtanding, growing, or being, in, upon, or about the ſeveral Cloſes, pieces, or parcels of Ground above mentioned, and every or any part thereof. And all Ways, Waters, Commons, and Common of Paſture, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Tenement, and ſeveral Cloſes or parcels of Land or Ground, and every or

Grant.

any of them belonging or appertaining, or with them, or any of them uſed, occupied or enjoyed: And all other the Meſſuages, Lands, Tenements, and Hereditaments, which were conveyed and aſſured by and from *G. S.* of &c. and *T. W.* of &c. to the ſaid *T. P.* deceaſed, in and by a certain Indenture of Bargain and Sale, under their Hands and Seals, bearing date, &c. and inrolled in the High-Court of *Chancery*. And the Reverſion and Reverſions, Rents, Iſſues, and Profits of all and ſingular the Mannor, Tenement, Lands, and Premiſſes above-mentioned, and every part thereof. To have and to hold *Habend.* all and ſingular the ſaid Mannor, Tenement, and ſeveral Cloſes and parcels of Land, and all other the Premiſſes above in and by theſe preſents demiſed, granted, bargained, and ſold, with their and every of their Appurtenances, and the Rents and Reverſions thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, from the enſealing and delivery of theſe preſents, unto the end and term of five hundred years from thence next enſuing, and fully to be compleat and ended without impeachment of or for any manner of Waſte, ſtrip, or ſpoil, yielding and paying therefore yearly and *Reddend.* every year during the ſaid term unto the ſaid *T. P.* party hereunto, his Heirs and Aſſigns, the yearly Rent of one Pepper corn, on the Feaſt day of *All-Saints* in every year (if it be demanded, and no more.) Provided always, *Proviſo.* and theſe preſents are upon this Condition, nevertheleſs, That if the ſaid *T. P.* party hereunto, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall yearly and every year from henceforth for and during the term of five years now next enſuing, well and truly pay or cauſe to be paid unto the ſaid *T. B.* his Executors, Adminiſtrators, or Aſſigns, at the &c. in *London*, the yearly Sum or annual payment of 48 *l.* of &c. on the twenty ſixth day of *J.* and twenty ſixth day of *I.* in every year by equal portions. The firſt payment thereof to begin and be made on the twenty ſixth day of *I.* now next enſuing. And alſo if the ſaid *T. P.* party hereunto, his Heirs Executors, Adminiſtrators, or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. B.* his Executors, Adminiſtrators, or Aſſigns, at the place of payment aforeſaid, the Sum of 800 *l.* of like good and lawful money of *E.* on the laſt day of *I.* which ſhall be in the year, &c. that in caſe the ſaid *T. P.* party hereunto, ſhall be minded to repay the ſaid 800 *l.* before the end of the ſaid five years, and do and ſhall give or leave notice or warning thereof in Writing, at the now dwelling houſe of the ſaid *T.* in &c. on any twentieth day of *J.* or twentieth day of *I.* within the laſt two years of the five years aforeſaid, and do and ſhall truly pay to the ſaid *T.* his Executors or Aſſigns, at the place of payment aforeſaid, the Sum of 800 *l.* &c. at the next half years day of payment then enſuing, together with all ſuch part, and ſo much of the ſaid yearly Sum of 48 *l.* as ſhall be then due and payable; And do make no default of payment of or in any one payment of the Sums of mony aforeſaid, That then and from thenceforth this preſent grant, bargain, ſale and demiſe of all and ſingular the ſame Premiſſes ſhall ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſes, as if the ſame had never been made; This Indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *T. P.* party hereunto, for himſelf, his Heirs, Executors and Admi-

niſtrators, and for every of them, doth covenant, promiſe, grant and agree, to and with the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, and to and with every of them, by theſe Preſents, in form following, That is to ſay, That he the ſaid *T. P.* party hereunto, at the enſealing and delivery of theſe preſent, is the very true, lawful, and rightful owner of the ſaid Mannor, Tenement, Lands, and all other the Premiſſes above herein, and hereby demiſed, granted, bargained and ſold, or meant, mentioned, or intended to be hereby demiſed, granted, bargained and ſold with their Appurtenances, and of every part and parcel thereof. And now is and ſtandeth lawfully ſeized in his demeſne, as of Fee, of and in all and ſingular the ſaid Mannor, Tenements, Lands, and Premiſſes, with their Appurtenances, and of every part thereof, of a good, ſure, lawful, perfect, rightful, abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple, without any Reverſion, Remainder, Limitation of Uſe or Uſes, power of Revocation, or other matter or thing whatſoever, of or in any perſon or perſons, to alter, change, or determine the ſame. And that he the ſaid *T. P.* party to theſe preſents, now hath in himſelf full power, good and perfect right, and lawful authority, to demiſe, grant, bargain, and ſell, all and ſingular the ſaid Mannor, Tenements, Lands, Hereditaments and Premiſſes above-mentioned, with their Appurtenances, and every part thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of 500 years, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. And alſo, That the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may from time to time, and at all times (from and after default of payment made of the ſeveral Sums of money aforeſaid, or any of them, or any part thereof) peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Mannor, Tenement, Lands, Hereditaments and Premiſſes above, in and by theſe preſents demiſed, granted, bargained and ſold, with their and every of their Appurtenances, and every part and parcel thereof, for and during the ſaid term of 500 years, without any let, trouble, interruption, incumbrance or diſturbance of or by the ſaid *T. P.* party hereunto, his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever. And further, That the ſaid Mannor, Tenements, Lands, Hereditaments, and all other the Premiſſes above in and by theſe preſents mentioned, or intended to be herein and hereby demiſed, &c. with their and every of their Appurtenances, now are, and be, and ſo from time to time and at all times hereafter, for and during the ſaid term of 500 years, ſhall be, remain, and continue, and be had, holden, and enjoyed unto and by the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, (ſubject to the Proviſo or Condition above-mentioned) free and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Joyntures, Dowers, Uſes, Wills, Entails, Statutes-Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rent-charge, Rent-ſeck, Annuities, yearly Payments, Fines, Iſſues, Amerciaments, Seizures, Sequeſtrations, and cauſe and cauſes of Sequeſtration. And of and from all other Eſtates, Titles, Troubles, Charges, and Incumbran-

Lawful owner.

Seized.

Power to grant.

After default of payment, the Mortgagor to enjoy.

Free from Incumbrances.

Exception.

ces

ces whatſoever, had, made, committed, ſuffered by the ſaid *T. P.* party hereunto, or by any other perſon or perſons whatſoever, the Rents and Services from henceforth to grow due and payable to the chief Lord and Lords of the Fee and Fees of the Premiſſes, in reſpect of his and their Seigniory and Seigniories excepted and foreprized. And except, one Annuity or yearly Rent-charge of 10 *l. per annum*, iſſuing and payable out of the Premiſſes, or ſome part thereof, unto *E. M.* Mother of the ſaid *T. P.* party hereunto, for and during the term of her natural life, and no longer. And alſo except one Leaſe or Grant made of parcel of the Premiſſes, by the ſaid *T. P.* party, &c. unto the ſaid *T. L.* for a certain term yet enduring, at and under the yearly Rent of 42 *l.* And alſo except one other Leaſe made of other parcel of the Premiſſes, by the ſaid *T. P.* party, &c. to the ſaid &c. for a certain term yet unexpired, whereupon the yearly Rent of 16 *l.* is reſerved and payable; which ſaid ſeveral yearly Rents of 42 *l.* and 16 *l.* in and by the ſaid ſeveral excepted Leaſes reſerved, ſhall from and after default of payment made of the Sums of money aforeſaid, or any of them, become due and payable unto the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, for and notwithſtanding any act or thing, had, made, or done, or to be had, &c. by the ſaid *T. P.* party, &c. or by any other perſon or perſons. And moreover, That the ſaid *T. P.* party, &c. and his Heirs, and all other perſon and perſons, and their Heirs, having, claiming, deriving, or pretending, or which can or may hereafter have or claim any manner of Eſtate, Right, Title, Intereſt, Claim, Benefit, or Demand, of, into, or out of the ſaid Mannor, Lands, Tenements, Hereditaments, and Premiſſes above-mentioned, to be herein and hereby demiſed, granted, bargained, and ſold, with their Appurtenances, and every or any part or parcel thereof, (except as aforeſaid) ſhall and will from time to time, and at all times, from and after default of payment made of the Sums of money in the Proviſo and Condition aforeſaid expreſſed, or any of them, upon the reaſonable requeſt, and at the Coſts and Charges in the Law of the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, make, do, knowledge, levy, ſuffer, and execute, and cauſe and procure to be made, &c. unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, all and every ſuch further, lawful, and reaſonable Act and Acts, Thing and Things, Deeds, Deviſes, Grants, Releaſes, Conveyances, and Aſſurances in the Law whatſoever, for the further, and better, more perfect and abſolute granting, conveying, and aſſuring of the ſaid Mannors, Tenements, Lands, and Premiſſes, above herein and hereby demiſed, granted, bargained, and ſold, with their Appurtenances, and every part and parcel thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of five hundred years, diſcharged of the Proviſo or Condition aforeſaid, and of all power and benefit and redemption: As by the ſaid *T. B.* by his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. And it is laſtly agreed by and betweent the ſaid parties to theſe preſents, for them, their Heirs, Executors, and Aſſigns; That the ſaid *T. P.* party, &c. his Heirs, Executors, and Aſſigns, ſhall and may have, hold, and enjoy the Premiſſes,

Further aſſurance.

The Mortgagor to enjoy till default.

misses, and receive and take the Rents and Profits thereof, to his and their own proper uses, until the first default of payment shall be made of the Sums of money, in the Proviso and Condition aforesaid expressed, without any let hinderance or denial of or by the said *T. B.* his Executors, Administrators or Assigns, or any of them: Any thing herein contained, to the contrary notwithstanding, &c. *In Witness*, &c.

In a Bond to pay the money.

In a Bond for performance of Covenants.

PAR-

PARTITION.

An Indenture Tripartite for diviſion of Land holden by Leaſe into four parts by Lots, with very good Covenants.

THis Indenture Tripartite, &c. Between *W.G.* Cit. and V. of *L.* on the firſt part, and *HP.* &c. on the ſecond part; and *I.S.* Cit. and S. of *L.* on the third part, *Recitantur hic dimiſſ. mutatis mutandis, tumque dicatur.* And where alſo the ſaid *W.W.* the Son hath aliened, aſſigned, bargained, ſold, and ſet over, all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, demiſed by the ſaid Original Indenture of Leaſe, together with all his Eſtate, Right, Reverſion, term of years, and Intereſt, of, in, and to the ſame, to the ſaid *W. G. H.P.* and *I.S.* That is to ſay, to every of them one third part of all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and of all other the Premiſſes, with their Appurtenances, as by his ſeveral Deeds of the ſame ſeverally made to the ſaid W. *G. H. P.* and *I. S.* bearing date, &c. now laſt paſt, will alſo appear. Now the ſaid W. *G. H.P.* and *I. S.* do covenant, grant, and agree together, and every of them ſeverally for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, grant, and agree, to and with every other of them ſeverally, their ſeveral Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in manner and form following; That is to ſay, That they the ſaid W. *G. H.P.* and *I.S.* their ſeveral Executors, Adminiſtrators, or Aſſigns, for every of their ſeveral parts, within the ſpace of one month next after they or any of them ſhall be in poſſeſſion of the Premiſſes, or any part thereof, to them aſſured and conveyed, by virtue of the Intereſt or Title growing by the Original Indenture above recited, ſhall name and chooſe a ſeveral perſon for the dividing of the Premiſſes into 3 equal parts, and the ſame ſeveral perſons ſo being choſen and named, every of the ſaid parties for their ſeveral part, ſhall procure to come, repair to, and be at the Mannor-houſe of the ſaid Mannor of *H.* on the 5. day next after the end of the ſaid month, or ſooner, as they in the mean time ſhall fortune to agree thereof together: And that then with all reaſonable expedition, and without further putting off, every of the ſaid parties, ſhall procure the perſon for their party brought to the ſaid Mannor-houſe, to go in hand with the other perſons to be brought thither by other parties, to ſurvey & indifferent-

Covenant between theſe partits, every one to chooſe a ſeveral perſon for the diviſion.

The partits to procure thoſe perſons to meet at a certain time and place, and to go in hand with the Diviſion, &c.

differently to part and divide all the Premiſſes as near as they can into three equal parts. And that every of the ſaid Parties, his Executors and Aſſigns, for their ſeveral part ſhall procure that the perſon on their part to be choſen for the diviſion aforeſaid, within 40 days next after ſuch their ſurvey ſhall be firſt begun, ſhall aſſent and agree to the making, and to ſeal and ſign with his hand three ſeveral Writings indented, containing in them thoſe three parts, whereinto the Premiſſes ſhall be divided, as aforeſaid; That is to ſay, Every of the ſame Writings ſhall ſeverally contain, name, and expreſs by it ſelf, one ſuch ſeveral third part of the Premiſſes, as thereof ſhall be made in the ſaid diviſion. And the ſame Indentures, after they ſhall be ſo made and ſealed, ſhall be put together under a Cap or Cloak from thence to be drawn out by every of the ſaid parties ſeverally, one part thereof: And that every of the ſaid parties for their ſeveral part, ſhall accept, receive, and hold for his full part of all the Premiſſes, only that part thereof which ſhall be contained and expreſſed in that Indenture, which ſhall be by him drawn as aforeſaid: And before the opening of the ſame Indenture ſo by him to be drawn, then immediately upon the drawing thereof, ſhall in the preſence of the ſaid Dividors ſuffer words of effect as followeth, to be endorſed on the ſaid Indenture; That is to ſay, words expreſſing the name and ſirname of him that drew the ſame Indenture, and how that his part and purpart of all the Premiſſes to him fallen upon the diviſion thereof, is contained and limited in and by the ſame Indenture, and alſo ſhall ſuffer to be endorſed the names of ſuch perſons as then ſhall be preſent at the ſame, for teſtifying and witneſſing of the ſame. And further, That after ſuch diviſion made, every of the ſaid parties for their ſeveral parts, ſhall be charged as well to contribute and bear one equal third part of the ſaid yearly Rent of 50 *l.* 13 *s.* 4 *d.* reſerved yearly to be paid by the ſaid Original Indenture of Leaſe, as alſo to keep and fulfill the Covenants and Agreements contained in the ſaid Original Indenture of Leaſe thereafter, for the parts of the ſaid *W. W.* the Father, and *W. W.* the Son, and their Aſſigns, to be kept for ſo much ſeverally of the Premiſſes, as ſhall come to the part of ſuch party, by reaſon of the ſaid diviſion to be made as aforeſaid. And moreover, it is agreed and covenanted, by and between the ſaid *W. G.* &c. and every of them ſeverally, for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth Covenant, promiſe, grant, and agree, to and with every other of them, their Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in manner, &c. That is to ſay, That every of the ſaid *W. H.* and *I.* their Executors, Adminiſtrators, and Aſſigns, for their ſeveral part, after ſuch diviſion made of the Premiſſes as aforeſaid, and upon reaſonable Requeſt of any other of the ſaid parties, or of the Executors, Adminiſtrators, or Aſſigns of any of them, ſhall and will releaſe and confirm the Eſtate, Right, and Intereſt to them, making ſuch requeſt, of all that part and purpart of the Premiſſes to their part fallen by ſuch diviſion as aforeſaid, as by the party making ſuch requeſt, or by the learned Councel in the Law, of him, his Executors or Aſſigns, at any time during one whole year next after the ſaid diviſion made, ſhall be reaſonably deviſed or adviſed. Provided always, That the party making ſuch Requeſt as aforeſaid, ſhall bear and pay the charges of the ſaid con-

For a Writing indented.

The Lots ſhall be put under a Cap or Cloak, and drawn out by the parties intereſſed.

Every party ſhall hold for his third part that which ſhall be contained in his Lot.

Words endorſed in the Lots before the opening.

Every party ſhall be charged with a third part of the Rent and Covenants in the Leaſe contained.

Each party ſhall releaſe and confirm the Eſtate of the purparty of the other.

confirmation, and releaſe to be made as aforeſaid. **And provided** alſo, That the ſame Confirmation or Releaſe, do not extend to bind the party which ſhall make the ſame to any further Warranty than only againſt himſelf, his Executors or Aſſigns. **And further**, the ſaid *W.G.* &c. for themſelves, and for their ſeveral Executors, Adminiſtrators, and Aſſigns, and every of them, do covenant, grant, and agree together by theſe Preſents, in manner, &c. **That** is to ſay, That every of the ſaid *W. H.* and *I.* their ſeveral Executors and Aſſigns, for their ſeveral parts, ſhall and will from time to time, during all the ſaid term of 20 years, mentioned in the ſaid Original Indenture of Leaſe, be ready to yield and pay one-equal third part of the ſaid yearly Rent of, &c. at the place and laſt time limited to the payment thereof, or any part thereof, in and by the ſaid Original Indenture of Leaſe, ſo often as the ſaid yearly Rent, or any part thereof, ſhall happen ſo long to be behind, and ſhall not be paid in the mean time before hand. **And further**, the ſaid parties have agreed, and by theſe preſents, do covenant, grant, and agree, together for themſelves, &c. ſeverally, in manner and form following; **That**, &c. That the ſaid Original Indenture of Leaſe, and the ſaid Releaſe or Deed of Conveyance thereupon made by the ſaid W.W. the Father, to the ſaid W. W. the Son, ſhall from thenceforth, during all the ſaid term of 20 years, lye and remain in the cuſtody and keeping of, &c. indifferently, for the common uſe and behoof of all the ſaid parties to theſe Preſents, and of their Executors and Aſſigns, from time to time, to be read, pleaded, and ſhewed forth, in the cuſtody of the ſaid, &c. as any of them, ſhall have any ſuch need or occaſion. **Provided always**, That the ſaid parties do ſeverally agree by theſe Preſents, that none of the ſaid parties, their Executors or Aſſigns, or any of them, ſhall demand or ſeek to have the ſaid Indenture of Leaſe or Deed of Conveyance, or Releaſe aforeſaid, out of the hands or cuſtody of the ſaid, &c. at any time, without the conſent or good will of the ſaid other parties to theſe Preſents, their Executors or Adminiſtrators, by any way or means whatſoever: **In Witneſs**, &c. Proviſo.

A Partition between two Brothers, to whom Lands are joyntly given by their Fathers Will.

This Indenture made, &c. between *J.B.* of *L.* of the one part, and *W. B.* of *L.* on the other part; **Whereas** *J.B.* late of *L.* deceaſed, Father of them the ſaid *I.* and W. parties to theſe preſents, being in his life-time ſeized in his Demeſne as of Fee, of and in the ſeveral Meſſuages, Lands, Tenements, Meadows, Woods, and Hereditaments herein after particularly mentioned and expreſſed; **That is to ſay**, Of and in, &c. and being ſo ſeized of the ſaid Premiſſes, with their and every of their Appurtenances, the ſaid *I.B.* the Father, did by his laſt Will and Teſtament, bearing date, &c. give and bequeath all and ſingular the ſaid Houſes, Lands, Tenements, Premiſſes, and Hereditaments before-mentioned, with the Appurtenances, *Recital of the will.*

to his ſaid Sons *I.B. R.B. W.B.* and *T.B.* and to their Heirs for ever, by the name of all his Lands and Tenements which he purchaſed of *R.S.* lying and being, &c. as by the ſaid laſt Will and Teſtament of the ſaid *I.B.* may appear. **And whereas** the ſaid *R. B.* and *T.B.* before any partition of the Premiſſes, or any part thereof, and before any Aſſignment or other Aſſurance made by them or either of them, of their ſaid parts or portions, are both dead without Iſſue, ſo as their parts and portions of, and in all the ſaid Premiſſes, is now lawfully veſted, and ſetled by way of Survivorſhip in the ſaid *I.B.* and *W.B.* parties to theſe Preſents, and they being now fully minded and agreed that the ſaid Premiſſes ſhall be equally divided, and that a juſt partition thereof by conſent may be made between them, ſo as each of them the ſaid *I.* and *W.* may have in certainty his own part and portion, and diſpoſe thereof, as to them, or either of them ſhall ſeem moſt convenient: And they the ſaid *I.* and *W.B.* with an unanimous aſſent and conſent, by the view, advice, aſſiſtance, approbation, and direction of *R. H. I. R. G. M.* and *H. M.* being of the Neighbourhood of, &c. and by the joynt conſent of them the ſaid *I.* and *W.B.* thereunto choſen and requeſted, have made full and perfect diviſion, ſeparation, and partition of the ſaid Meſſuages, Lands and Premiſſes, with their Appurtenances, in manner and form following: **That is to ſay**, That he the ſaid *I. B.* the elder Brother, ſhall have, hold, and enjoy to him and his Heirs for ever in ſeveralty, as his Moiety, Part, and Portion, belonging to him, of the ſaid Premiſſes, all that the ſaid Meſſuage or Tenement, with the Appurtenances, called, &c. And alſo, &c. pounds of lawful money of *England*, to be paid unto the ſaid *I. B.* by the ſaid *W. B.* in regard that the ſaid Meſſuage or Tenement called, &c. and the Lands and Premiſſes hereafter mentioned to be allotted and appointed to the ſaid *W.* are ſo much more in value than the Premiſſes allotted, parted, and divided, to be the portion and ſhare of the ſaid *I. B.* as aforeſaid. And that he the ſaid *W. B.* the younger Brother, ſhall have, hold, and enjoy to him and his Heirs for ever in ſeveralty, as his moiety, part, and portion of all the ſaid Premiſſes, all that Meſſuage, with the Appurtenances called, &c. **And this Indenture witneſſeth**, That they the ſaid two Brothers *I.B.* and *W.B.* are fully ſatisfied, contented, and agreed with the ſaid partition and diviſion ſo made as aforeſaid, and do hereby for themſelves ſeverally, and their ſeveral Heirs, aſſent, conſent, and agree unto the ſame accordingly: And for a ſure confirmation and ratification of the ſaid partition and diviſion ſo made as aforeſaid, and for avoiding all ambiguities, doubts, variances, and contentions which might hereafter chance to ariſe, touching and concerning the ſame, it is hereby covenanted, granted, promiſed, and agreed by and between the ſaid parties to theſe preſents, for them, their Heirs, Executors, and Adminiſtrators, in manner and form following; **That is to ſay**, That the ſaid partition and diviſion of the Premiſſes ſo made as aforeſaid, ſhall be and enure, and ſhall be adjudged, deemed, and taken to be as good, effectual, and available in the Law, to all intents and purpoſes whatſoever, as any diviſion or partition might or could have been made, in any manner of ways whatſoever, and howſoever. And the ſaid *I.B.* party to theſe preſents, for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth Covenant and grant, to

Lawfully veſted in J.B. *and* W. B. *by Survivorſhip.*

Agreement to divide.

Fully agreed as to the partition.

To enure, and ſhall be adjudged effectual in the Law.

to and with the ſaid *W.* B. his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them, by theſe Preſents, that he the ſaid *W.* B. his Heirs and Aſſigns, and every of them, ſhall and may, from time to time, and for ever hereafter, have, hold, and enjoy from him the ſaid *I.B.* and his Heirs, divided in ſeveralty and not in Joynture, for his full moiety, part, purpart, and portion, of all and ſingular the ſaid Meſſuages, Lands and Premiſſes, ſo to them the ſaid *I.* and *W.* B. given, deviſed, and bequeathed by the ſaid Father *I.B.* deceaſed as aforeſaid, and in full recompence and ſatisfaction thereof, and of every part thereof, all and ſingular the ſaid Meſſuage or Tenements, Lands, Tenements, and Premiſſes, with the Appurtenances, above, in and by theſe preſents recited, allotted, appointed, or ſet forth, or meant, mentioned, expreſſed to be allotted, appointed, and ſet forth for the moiety, part, purpart, and portion of the ſaid *W.* B. **And further alſo**, That he the ſaid *J.* B. party to theſe preſents, and his Heirs, ſhall and will, from time to time, and at all times hereafter, during the ſpace of ſeven years now next enſuing, at the reaſonable Requeſt, and at the proper coſts and charges in the Law of the ſaid *W.B.* his Heirs or Aſſigns, or any of them, do, make, knowledg, perfect, execute, and ſuffer, or cauſe to be made, done, knowledged, executed, and ſuffered unto the ſaid *W.* B. his Heirs and Aſſigns, or any of them, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe, and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, as by the ſaid *W.B.* his Heirs and Aſſigns, or by his or their Councel Learned in the Law, ſhall be reaſonably deviſed, adviſed, or required, for the further and more perfect aſſuring and ſetling of ſo much of the ſaid Premiſſes in the ſaid *W.* B. and his Heirs, as by the ſaid diviſion and partition above-mentioned is allotted and appointed to the ſaid *W.* B. and his Heirs, be it by Fine, Feoffment, Recovery, with ſingle or double Voucher or Vouchers, Deed, or Deeds, inrolled or not inrolled, Releaſe, Confirmation, with warranty againſt him the ſaid *I. W.* and his Heirs, or without warranty, or by all or any of theſe ways or means, or by any other ways or means whatſoever, ſo as the ſaid *I.* B. and his Heirs, for the doing thereof, be not compelled to travel further than to the Cities of *L.* and *W.* **And further alſo**, That he the ſaid *I.* B. his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will, from time to time, and at all times hereafter, upon reaſonable Requeſt and Requeſts in that behalf made; not only permit and ſuffer the ſaid *W.* B. his Heirs and Aſſigns, and all and every other perſon and perſons, by him, them, or any of them, thereunto Deputed and Aſſigned, to Write and Copy out true Copies of all ſuch Deeds, Evidences, Charters, Eſcripts, Minuments, and Writings whatſoever, touching or concerning the Premiſſes, with the Appurtenances herein before-mentioned, or any part or parcel thereof; but alſo ſhall and will, when, and as often as need ſhall require, ſhew forth in any of his Majeſties Courts of Records, or elſewhere, all ſuch Deeds, Evidences, Tranſcripts, and Exemplifications of Fines and Recoveries, Charters, Writings, Eſcripts and Minuments whatſoever, touching or concerning the Premiſſes, or any part thereof, which ſhall be in his, their, or any of their Hands, Cuſtodies or Poſſeſſions, or as many of them as ſhall be needful to be ſhewed forth for the manifeſtation or defence of

W.B. *Moiety, &c.*

J. B. *at the charge of* W.B. *his, &c. ſuffer any other Act or Deviſe, as by* W.B. *his, &c. ſhall adviſe.*

Permiſſion to Copy Evidence.

of the Eſtate, Title, Intereſt, and poſſeſſion of the ſaid W.B. his Heirs or Aſſigns, or any of them, of, in, or to the Premiſſes, with the Appurtenances herein before meant, mentioned, or intended to be allotted, ſet forth, and appointed to the ſaid W. and his Heirs as aforeſaid. And further alſo, That he the ſaid *I.B.* his Heirs and Aſſigns, ſhall and will, from time to time, and at all times hereafter, ſatisfie and pay to the Lord or Lords of the Manor of &c. (of whom all the ſaid Premiſſes are holden) for the quit-rent of the Moiety of the ſaid Premiſſes, the Sum of, &c. being the Moiety of, &c. yearly due to the Lords of the ſaid Mannor, for the quit-rent of all the Premiſſes herein before-mentioned, and the ſaid W. B. for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth Covenant and Grant, to and with the ſaid *I.B.* his Heirs and Aſſigns, and to, and with every of them, in manner and form following, That is to ſay, That he the ſaid *I.B.* his Heirs and Aſſigns, and every of them, ſhall and may from time to time, and at all times for ever hereafter, have, hold, and enjoy from him the ſaid W.B. and his Heirs, divided in Severalty, and not in Joynture, for his full moiety, part, purpart, and portion of all and ſingular the ſaid Meſſuages, Lands, and Premiſſes, ſo to them the ſaid *I.* and W.B. given, deviſed, and bequeathed by their ſaid Father *I.B.* deceaſed as aforeſaid, and in full recompence and ſatisfaction thereof, and of every part thereof, all and ſingular the ſaid Meſſuage, Lands, Tenements, and Premiſſes, with their Appurtenances, above, in and by theſe preſents, recited, allotted, appointed, or ſet out, or meant, mentioned, or expreſſed, to be allotted, appointed, and ſet out for the moiety, part, purpart, and portion of the ſaid *I.B.* And further alſo, That he the ſaid W.B. and his Heirs, ſhall and will from time to time, and at all times hereafter, during the ſpace of, &c. at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *I.B.* his Heirs or Aſſigns, or any of them, do, make, knowledg, perfect, execute, and ſuffer, or cauſe to be made, done, knowledged, executed and ſuffered, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, as by the ſaid *I. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Law ſhall be reaſonably deviſed, adviſed or required, for the further and more perfect aſſuring and ſetling of ſo much of the Premiſſes firſt above mentioned in the ſaid *I.B.* and his Heirs, as by the ſaid diviſion and partition aforeſaid is allotted and appointed to the ſaid *I.B.* and his Heirs, be it by Fine, Feoffment, Recovery, with ſingle or double Voucher, Deed or Deeds, Inrolled or not Inrolled, Releaſe, Confirmation with Warranty, or by all, or any of the ſaid ways or means, or by any other ways or means whatſoever, ſo as the ſaid W.B. and his Heirs, for the doing thereof, be not compelled to travel further than to the Cities of *L.* and W. And further alſo, that he the ſaid *I.B.* his Heirs and Aſſigns, ſhall from time to time ſatisfie and pay to the, &c. And laſtly, It is hereby agreed and declared by and between the ſaid Parties to theſe preſents, that all and every Fine and Fines, Recovery and Recoveries, and other Aſſurance whatſoever, at any time hereafter to be had, levied, ſuffered, and executed of the ſaid Premiſſes, by and between the ſaid Parties to theſe Preſents, ſhall be and enure, and ſhall be adjudged,

J.B. his, &c. to pay quit-rent to the Lords of the Mannor for His Majeſty.

J. B. to hold and enjoy from W. B. in Severalty, and not Joynture, for his full moiety and part deviſed, &c.

judged, deemed, conſtrued and taken to be, and to enure, to the Uſes, Intents, and Purpoſes before-mentioned; That is to ſay, of, for, and concerning all that moiety, part, purpart, and portion of the ſaid Premiſſes, with the Appurtenances above-mentioned to be allotted, appointed, and ſet out; to, and for the moiety, part, purpart, and partition of the ſaid *J.B.* to the only uſe and behoof of him the ſaid *I.B.* his Heirs and Aſſigns, and of, for, and concerning all that other moiety, part, purpart, and portion of the ſaid Meſſuages, Lands, Tenements, and Premiſſes, with the Appurtenances herein before meant or mentioned to be allotted, appointed, and ſet out, to and for the moiety, part, purpart, and portion of the ſaid *W. B.* his Heirs and Aſſigns for ever, and to, and for no other uſe, intent or purpoſe whatſoever. In Witneſs, &c.

Uſes to be to each, according to their particular moieties, &c.

An Indenture of Partition betwixt Co-heirs.

THis Indenture Sex-partite, made, &c. between *F.P.* Couſin, and one of the Co-heirs unto Dame *D.B.* That is to ſay, Son and Heir of *E.P.* deceaſed, and whilſt ſhe lived, wife unto *R.P.* Eſquire, and Daughter, and one of the Co-Heirs unto the ſaid Dame *D.* of the firſt part; *M.W.* of *H.* in the County of *N.* Widow, one other of the Daughters and Co-heirs unto the ſaid Dame *D.B.* of the ſecond part, *W.C.* and *M.* his wife, Couſin, and one other of the Co-heirs unto the ſaid Dame *D.B.* That is to ſay, Daughter and ſole Heir to *M. C.* deceaſed, one other of the Daughters and Co-heirs of the ſame Dame *D.B.* of the third part, *A.L.* one other of the Daughters and Co-heirs of the ſame Dame *D.* of the fourth part; *F.B.* Gent. Couſin, and one other of the Co-heirs unto the ſame Dame *D. B.* That is to ſay, Son and Heir of *A.M.* deceaſed, ſometime wife to *H.B.* Eſq; one of the Daughters and Co-heirs of the ſaid Dame *D.* of the fifth part; and *H.S.* Eſq; and *G.S.* Son and Heir apparant, and Couſin, and one other of the Co-heirs unto the ſaid Dame *D.* That is to ſay, Son unto *I. S.* deceaſed, late wife unto the ſaid *H.S.* and one other of the Daughters and Co-heirs whilſt ſhe lived, unto the ſaid Dame *D.B.* on the ſixth part, Witneſſeth, That whereas the ſaid Dame *D.B.* was ſeized in her Demeſne as of Fee-tail; That is to ſay, to her, and to the Heirs of her body lawfully begotten, with the Remainder thereof to her, and to her Heirs, of, and in the Mannor of *B.D.* and *W.* with their Appurtenances, in the County of *L.* and of the Mannor of *B.* with the Appurtenances, in the County of *H.* and of the Mannor of *C.* with the Appurtenances, in the County of *N.* and of divers Lands, Tenements, and Hereditaments, with the Appurtenances, as well in the ſaid County of *L. H.* and *N.* as alſo in the County of *Y.* the whole contents and particulars whereof, more plainly appeareth in theſe preſents, by a diviſion thereof made in 6 parts, and the ſaid Dame *D.* ſo being ſeized of the ſaid Mannors, Lands, Tenements, and Hereditaments, with their Appurtenances, died thereof ſeized, after whoſe death, the ſaid Mannors, and other the Premiſſes, with all and ſingular their Ap-

Recital of the ſeveral co-heirs.

Recital of the Anceſtors being ſeized, and how

Diviſion.

Appurtenances, deſcended to the ſaid *F. P.* as Son and Heir unto the ſaid *E.* one of the Daughters and Co-heirs of the ſaid Dame *D.* and to the ſaid *M. W.* as one other of the Daughters and Co-heirs of the ſaid Dame *D.B.* and to the ſaid *M.C.* now wife unto the ſaid *W.C.* as Daughter and ſole Heir unto the ſaid *M. C.* deceaſed, late wife of the ſaid *R. C.* Eſq; one other of the Daughters and Co-heirs of the ſaid Dame *D.* and to the ſaid *A. L.* as one other of the Daughters and Co-heirs unto the ſaid Dame *D.B.* and to the ſaid *F.B.* as Son and Heir unto the ſaid *A.M.* deceaſed, ſometime wife of the ſaid *H.B.* deceaſed, one other of the Daughters and Co-heirs of the ſaid Dame *D. B.* and to the ſaid *I. S.* deceaſed, late wife unto the ſaid *H. S.* who had Iſſue between them the ſaid *G. S.* as one other of the Daughters and Co-heirs of the ſaid Dame *D.B.* by reaſon whereof the ſaid *F.P. M.W. W.C.* and *M.* his wife, *A.L. F.B.* and *H.S.* ſtand and be ſeized of the Premiſſes undivided. That is to ſay, the ſaid *E.P.* in his Demeſn, as of Fee-tail, and the ſaid *M.W.* in her Demeſne as of Fee-tail, and the ſaid *W.C.* and *M.* his wife, in their Demeſne as of Fee-tail, in the right of the ſaid *M*: And the ſaid *A. L.* in her Demeſne as of Fee-tail, and the ſaid *F.B.* in his Demeſne as of Fee-tail, and the ſaid *H.S.* as Tenant by the Courteſie of *England*, the Reverſion thereof in Fee-tail, to the ſaid *G. S.* belonging and appertaining, the Remainder thereof immediately depending upon the ſaid Eſtate in tail, to the ſaid *F.P. M.W. W.C.* and *M.* his wife, as in the right of the ſaid *M.L. F. B.* and *G.S.* in Coparcenary belonging and appertaining. Be it now Indenteſſed, That it is fully condeſcended, covenanted, concluded, and agreed between the ſaid Parties, to theſe Indentures, of their mutual aſſents, conſents and agreements, for an even partition to be had, made, and continued betwixt them, of the ſaid Mannors, and other the Premiſſes, in manner and form following; That is to ſay, That the ſaid *F. P.* ſhall from henceforth have and hold to him, and to his Heirs of his body lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid *E.* his Mother, deceaſed, lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the body of the ſaid Dame *D.B.* and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *F. P.* for ever, for his full part that to him belongeth and appertaineth of the Premiſſes, the ſaid Mannor of *C.* in the ſaid County of *N.* with all Edifices, Buildings, Dove-houſes, Orchards, Gardens, Yards, Eaſements, Rents, Services, Court-Leets, Waifs, Strays, Cattel of Felons, and Fugitives, Liberties, Priviledges, Franchiſes, Lands, Tenements, Meadows, Paſtures, Woods, Underwoods and Commons, with all and ſingular Appurtenances, to the ſame appertaining and belonging, ſet, lying, and being in *C.* in the ſaid County of *N.* or elſewhere, within the Realm of *England*, to the ſaid Mannor belonging, or being accepted as part, parcel, or member thereof, excepted and always reſerved, one Meſſuage in *C.* aforeſaid, with all Lands, Tenements, Meadows, Leaſowes, Paſtures, Woods, and Underwoods, Commons, and Feedings to the ſame belonging, or commonly letten, now or late in the Tenure and Occupation of one *T.K.* And one other Meſſuage there, with all Lands, Tenements, &c. now or late in the Tenure of one *G.H.* and one other Meſſuage there, with all Lands, Tenementa, &c. and now or late

Covenants by mutual aſſents for even and equal partition of each their part.

for the Tenure or Occupation of one *R.H.* which ſaid Meſſuages, &c. now in the ſeveral Tenures or Occupations of the ſaid *T. G.* and *R.* are hereafter by theſe preſents for equality of this preſent Partition, aſſigned and appointed to go with the Mannor of *W.* after limited to the part of the ſaid *F. B.* as by theſe Preſents it doth plainly appear. **And** it is likewiſe concluded, covenanted, and agreed between the ſaid Parties to theſe Indentures, That the ſaid *M. W.* ſhall from henceforth have and hold to her, and to her Heirs of her Body lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſame Dame *D.* lawfully begotten; and for default of ſuch Iſſue, the Reverſion thereof to the right Heirs of the ſaid *M. W.* for her full part, that to her appertaineth of the Premiſſes, the ſaid Mannor of *B.* in the ſaid County of *H.* with all Edifices, Buildings, &c. and all other Profits, Hereditaments, and Commodities whatſoever they be, ſet, &c. within the Towns, Fields, and Pariſhes of *B.* &c. in the ſaid County of *H.* or elſewhere, to the ſaid Mannor belonging or appertaining, or heretofore known, reputed, taken, or letten, as part, parcel, or member of the ſaid Mannor of *B.* **And** one Meſſuage or Tenement, &c. now or late in the Tenure or Occupation of *E.M.* or of his Aſſigns, and that the ſaid *E.W.C.* and *M.* his wife, ſhall from thenceforth have and hold to them, and to the Heirs of the Body of the ſaid *M.* and for default of ſuch Iſſue, the Reverſion thereof to the Heirs of the Body of the ſaid Dame *D.* and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *M.* as in the right of the ſaid *M.* for their full part that to them appertaineth of the Premiſſes, the ſaid Mannor of *D.* in the ſaid County of *L.* with all Edifices, Buildings, &c. *& ſic ut ſupra*: And that the ſaid *A.* ſhall from henceforth have and hold to her, and to the Heirs of the Body of the ſaid *A.* **And** for default of ſuch Iſſue, the Remainder thereof unto the Heirs of the Body of the ſaid Dame *D.* lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *A.* for ever, for her full part, that to her pertaineth of the Premiſſes, the one half of the ſaid Mannor of *B.* with certain Rents, Services, &c. *& ſic ut ſupra*: And that the ſaid *F. B* ſhall from henceforth have and hold to him, and to his Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid *A.* Mother of the ſaid *F. B.* lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid Dame *D. B.* lawfully begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid *F.* for his full part, that to him appertaineth of the Premiſſes, the ſaid Mannor of *W.* &c. *& ſic ut ſupra*: And the ſaid *H. S.* ſhall from henceforth have and hold to him for term of his life, as Tenant by the Curteſie of *England*, for his full part, that to him appertaineth of the Premiſſes, the other half of the ſaid Mannor of *B.* in the ſaid County of *L.* ſet forth in manner and form following; That is to ſay, 16*d.* &c. *& ſic ut ſupra*, payable to the owner for the time being, of the Mannor laſt aforeſaid; and that after the deceaſe of the ſaid *H. S.* the ſaid *G. S.* ſhall have and hold the ſaid half of the ſaid Mannor of *B.* and the ſaid Demeſne Lands and Tenements, and other the Premiſſes, as the ſame is ſet forth in manner and form aforeſaid, by the Name of the Mannor of *B.* with the Charge

going

going out of the ſame as is aforeſaid, to him, and to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid *J. S.* his Mother lately deceaſed, lawfully begotten, and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid Dame *D. B.* lawfully begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid *G. S.* for ever, for the full and whole part and purparty that to him belongeth of the Premiſſes. And the ſaid *F. P.* for himſelf, and the Heirs of his Body lawfully begotten, and for default of ſuch Iſſue, for his right Heirs, doth by theſe preſents, according to the Agreement aforeſaid, accept and take, and alſo doth Covenant and Grant for him, and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, for his right Heirs, to, and with the reſidue of the ſaid Parties to theſe Indentures, and to, and with the Heirs of their Bodies: And for default of ſuch Iſſue, to, and with the right Heirs of every of them, to take from henceforth the ſaid Mannor of *C.* with all and ſingular the Premiſſes thereunto belonging (except before excepted) in manner and form aforeſaid, ſet forth and appointed to the ſaid *F. P.* in full recompence, and for the full and whole part, purpart, and that appertaineth, or ought to appertain to the ſaid *F.* to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid *E.* deceaſed, Mother of the ſaid *F.* lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid Dame *D.* lawfully begotten; and for default of ſuch, to the right Heirs of the ſaid *F. P.* for ever, of, in, and to the Premiſſes. The like Covenant for *M. W.* the like Covenant for *S. W. C.* and *M.* his wife, the like Covenant for *A. L.* the like Covenant for *F. B.* and the like Covenant for *H. S.* And the ſaid *F. P.* doth Covenant and Grant for him, and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue of his right Heirs, to, and with the reſidue of the ſaid Parties to theſe Indentures, and to, and with the Heirs of their ſeveral Bodies; and for default of ſuch Iſſue, to, and with the right Heirs of every of them, that he the ſaid *F. P.* and the Heirs of his Body lawfully begotten, and his right Heirs at all times during the ſpace of two years, next enſuing the date thereof, ſhall do, and ſuffer to be done, at the coſts and charges in the Law, of the reſidue of the ſaid Parties to theſe Indentures, or of their Heirs, all ſuch reaſonable Acts and Acts, Thing and Things, as ſhall be deviſed or adviſed, by any of the reſidue of the ſaid Parties to theſe Indentures, or any of their Heirs, or by any of their Learned Councel, or by the Learned Councel of any of them, for the further aſſurance, and ſure making of the Premiſſes, to be had and aſſured in diviſion, to the reſidue of the ſaid Parties to theſe Indentures, of ſuch an Eſtate, and in like manner and form as before is declared and appointed, to the reſidue of the ſaid Parties to theſe Indentures. The like Covenant for *M. S. W. C.* and *M.* his wife, *A. L. F. B.* and *H. S.* In witneſs whereof, to the one part of theſe Indentures remaining, with the ſaid *F. P.* the ſaid *M. W. W. C.* and *M.* his wife, *A. L. F. B. H. S.* and *G.* have put their Seals; and to one other part of the ſaid Indentures, remaining with the ſaid *M. W.* the ſaid *F. P. W. C.* and *M.* his wife, *A. L. F. B. H. S.* and *G. S.* have put to their Seals; and to one other part of theſe Indentures, remaing with the

F. B. *Covenants for himſelf and Heirs of his Body lawfully begotten, for default of Iſſue with his right Heirs, to and with the right Heirs of every of them, at all times during two years, do, or ſuffer to be done at the charges of the reſidue, each further aſſurance as Councel ſhall adviſe, &c. the like from each Reciprocal.*

the ſaid *W.C.* and *M.* his wife, the ſaid *E.P. M.W. A.L. F.T. H.S.* and *G.S.* have put their Seals; and to one other part of theſe Indentures, remain with the ſaid *A.L.* the ſaid *F.P. M.W. W.B.* and *M.* his wife, *F.B. H.S.* and *G.S.* have put to their Seals; and to one other part of theſe Indentures, remaining with the ſaid *F. B.* and ſaid *F. P. M. W.* Sir *W. C.* and *M.* his wife, *A.L. H.S.* and *G.S.* have put to their Seals; then to one other part of theſe Indentures, remaining with the ſaid *H.S.* and *G.S.* and ſaid *F.P. M.W. W.C.* and *M.* his wife, *A. L.* and *F.B.* have put to their Seals; Given the Day and Year above-written.

Of Partition between three Joynt-Tenants.

THis Indenture made, &c. Between *M. C.* of the Town of *Sh.* in the County of *S.* Gent. of the firſt part, *G. C.* of *L.* in the ſaid County, Gent. of the ſecond part, and *T. C.* of *B.* in the ſaid County, Gent. of the third part. **Whereas** *H. B.* and *A.S.* of *L.* Gent. by their Indenture inrolled and under their Hands and Seals bearing date, &c. for the conſideration therein ſpecified, did grant, bargain, and ſell, and confirm unto the ſaid *M. G. G. C.* and *T. C.* their Heirs and Aſſigns, all thoſe Tythes of Corn, Grain and Hay to the Rectory of *L.* in the ſaid County of *S.* belonging or appertaining, then late before to the late diſſolved Priory of St. *L.* of *W.* in the ſaid County of *S.* belonging, and late parcel of the Poſſeſſions thereof; and all and ſingular Houſes, Edifices, Barns, Stables, Dove-houſes, Gardens, Orchards, Lands, Tenements, Meadows, Feedings, Paſtures, Commons, Woods, Underwoods, Gleab-Lands, Tythes of Corn, Grain, and Hay, Wooll, Lambs, Tythes, other Tythes and Tenths whatſoever, as well great as ſmall Oblations, Obventions, Fruits, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, with the Appurtenances, of whatſoever kind or ſort the ſame be, ſituate, lying, growing, increaſing, and renewing withing the Towns, Fields, Places, Pariſh or Hamlets aforeſaid, or in any of them, and the Reverſion and Reverſions thereof, as fully, freely and wholly, and in as large and ample manner as our late Soveraign Lady *Elizabeth* late Queen of *England*, by her Letters Patents under the great Seal of *England*, bearing date at *W.* &c. did Give and Grant the ſaid Premiſſes, (amongſt other things) to the ſaid *H. B.* and *A. S.* their Heirs and Aſſigns for ever, (except and reſerved out of the ſaid Grant all Advowſons, Donations, free Diſpoſitions, and right of Patronage of Churches, Vicarages, and all other Eccleſiaſtical Benefices whatſoever to the Premiſſes belonging or appertaining.) **To have and to hold** to the ſaid *M. C. G. C.* and *T. C.* their Heirs and Aſſigns, to the uſe and behoof of the ſaid *M. C.* and *T. C.* their Heirs and Aſſigns for ever, as by the ſaid recited Indenture more at large appeareth; by virtue of which Grant or Conveyance the ſaid *M. G.* and *T. C.* are now joyntly ſeized in Poſſeſſion in their Demeſne as of Fee of the ſaid Glebe-Lands, Tythes, Tenths, Tenements, and Hereditaments, and

Recital of a Deed.

Excepting in the recited Deed.

and all other the Premiſſes here before-mentioned, to be to them granted. Now this Indenture witneſſeth, That the ſaid *M.G.* and *T.C.* do by theſe preſents make a full, perfect, and abſolute partition of the ſaid Glebe-Lands, Tythes, Tenths, and other the Premiſſes aforeſaid, to and amongſt them, the ſaid *M.G.* and *T.C.* in three parts, in manner and form following; That is to ſay, That the ſaid *M.C.* and his Heirs and Aſſigns, ſhall have, hold, occupy, and enjoy to the only uſe and behoof of the ſaid *M. C.* his Heirs and Aſſigns for ever, the moiety or one half of all the ſaid Glebe-Lands, Houſes, Buildings, Tenements, Tythes, Tenths, Profits, Commodities and Hereditaments whatſoever, with the Appurtenances, ſituate, lying, being, coming, renewing or increaſing, of, or in the Town or Hamlet of *B.* aforeſaid, to the ſaid Rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed, occupied or reputed, or taken as any part or parcel thereof, in *B.* aforeſaid, for the full part, purpart, and portion of the ſaid *M.C.* of, in and to all and every the Premiſſes here before-mentioned, to be granted to the ſaid *M. C.* and *T. C.* And the ſaid *T. C.* his Heirs and Aſſigns, ſhall have, hold, occupy, and enjoy to him the ſaid *T.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *T.* his Heirs and Aſſigns for ever, the other moiety, or one half of all thoſe Glebe-Lands, Houſes, Buildings, Tenements, Tythes, Tenths, Profits, Commodities, and Hereditaments whatſoever, with the Appurtenances, ſituate, lying, and being, coming, renewing or increaſing, of or in the Town or Hamlet of *B.* aforeſaid, to the ſaid Rectory of *L.* now or at any time heretofore in any wiſe belonging, uſed, or occupied, or reputed, or taken as any part or parcel thereof in *B.* aforeſaid, for the full part, purpart, or portion of the ſaid *T. C.* of, in, and to all and every the Premiſſes here before-mentioned to be granted to the ſaid *M. C.* and *T. C.* And that the ſaid *G. C.* his Heirs and Aſſigns, ſhall have, hold, occupy, and enjoy to him the ſaid *G.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *G.* his Heirs and Aſſigns for ever, all thoſe Glebe-Lands, Tythes, Tenths, Houſes, Buildings, Profits, Commodities, Tenements and Hereditaments whatſoever, with the Appurtenances, ſituate, lying, coming, renewing, or increaſing, of, or in the Town or Hamlet of *L.* aforeſaid, to the Rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed, or occupied, or reputed or taken, as any part or parcel thereof in *L.* aforeſaid, for the full part, purpart, and portion of the ſaid *G.C.* of, in, and to all and every the Premiſſes here before-mentioned to be granted to the ſaid *M.C.* and *T.C.* And the ſaid *T.C.* and *G.C.* do by theſe preſents, give, grant, aſſign, releaſe, and confirm to the ſaid *M.C.* and his Heirs, the ſaid moiety, or one half of the ſaid Premiſſes in *B.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *G.* and *E.* have, or either of them hath, or may or ought to have, of, in, or to the ſaid one moiety, or one half of all and every the Premiſſes in *B.* aforeſaid, To have and to hold to the ſaid *M.C.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *M.C.* his Heirs and Aſſigns for ever. And the ſaid *M.C.* and *G.C.* do by theſe preſents give, grant, aſſign, releaſe, and confirm to the ſaid *T.C.* and his Heirs, the ſaid other moiety, or one half of the Premiſſes in *B.* aforeſaid, and all the Eſtate,

The Partition.

Releaſes from one to the other.

Eſtate, Right, Title, and Intereſt, which the ſaid *M.* and *G.* have, or either of them hath, or may, or ought to have, of, in, or to the ſaid other moiety, or one half, of all and every the Premiſſes in *B.* aforeſaid, To have and to hold to the ſaid *T. C.* his Heirs and Aſſigns, to the only uſe of the ſaid *T. C.* his Heirs and Aſſigns for ever. And the ſaid *M. C.* and *T. C.* do by theſe preſents give, grant, aſſign, releaſe, and confirm to the ſaid *G. C.* and his Heirs, all and every the Premiſſes in *L.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *M.* and *T.* have, or either of them hath, or may or ought to have, of, in, or to the ſaid Premiſſes in *L.* aforeſaid, To have and to hold to the ſaid *G. C.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *G. C.* his Heirs and Aſſigns for ever. And the ſaid *G. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and the ſaid *T. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, ſeverally and reſpectively, and not joyntly, do covenant, promiſe, and grant, to and with the ſaid *M. C.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *M. C.* his Heirs and Aſſigns, ſhall or may, from henceforth for ever, well and peaceably have, hold, occupy, poſſeſs, and enjoy the ſaid one moiety, or one half, of all and every the ſaid Premiſſes in *B.* aforeſaid here before limited, aſſigned, and granted, for the part, and purpart, and portion of the ſaid *M.* free, clear, and diſcharged of and from all other Eſtates, Rights, Titles, Intereſts, Charges, and Incumbrances whatſoever, had, made, cauſed, or willingly ſuffered, or hereafter to be had, made, cauſed, or willingly ſuffered, of or by the ſaid *G. C.* or *T. C.* or either of them, their or either of their Heirs or Aſſigns, and without any Let, Trouble, Suit, Entry, Diſturbance, or Interruption of the ſaid *G.* and *T.* or either of them, their or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons lawfully claiming by, from, or under them, or any of them. And the ſaid *M. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and the ſaid *G. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, ſeverally and reſpectively, and not joyntly, do covenant, promiſe, and grant, to and with the ſaid *T. C.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *T. C.* his Heirs and Aſſigns, ſhall or may, from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the ſaid other moiety, or one half, of all and every the Premiſſes in *B.* aforeſaid here before limited, aſſigned, granted, for the part, purpart, and portion of the ſaid *T. C.* free, clear, and diſcharged of and from all other Eſtates, Rights, Titles, Intereſts, Charges, and Incumbrances whatſoever, had, made, cauſed, or willingly ſuffered, or hereafter to be had, made, cauſed, or willingly ſuffered, of or by the ſaid *M. C.* and *G. C.* or either of them, their or either of their Heirs and Aſſigns, and without any Let, Trouble, Suit, Entry, Diſturbance, or Interruption of the ſaid *M.* and *G. C.* or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons lawfully claiming by, from or under them, or any of them.

Covenants from each to other, for quiet enjoying their parts.

The like Covenant from M. *and* T. C. *that* G. C. *ſhall hold the Glebe-Lands in Tythes in* L. *aſſigned for his part and purpart.*

Sir *Thomas Harris.*

An Indenture of Partition Quadri-partite.

THis Indenture made, &c. between, &c. Witnesseth, That whereas the Mannors, Lands, Tenements, and Hereditaments of Sir *J. D.* Kt. deceased, contained and specified in certain Schedules *Quadri-partite*, indented, unto these presents annexed, are descended and come in Possession, Reversion, or otherwise, unto *K.* now Wife of the said *H. L.* Son and Heir apparent unto *W. L.* Esq; and to *A.* now Wife of *F. M.* Esq; and to *M.* now Wife of *T. G.* Esq; and to *F.* now Wife of *I. H.* the younger, Gent. Son of *I. H.* the elder, Esq; And whereas the said *H. L.* and *K.* his Wife, *F. M.* and *A.* his Wife, are now seized in possession and Reversion in the Right of the said *K. A. M.* and *F.* of one Estate or Estates of Inheritance, part in possession, and part in reversion, no severance yet thereof had or made. The said *H. L.* for him, his Heirs, Executors, and Administrators, for the part of him the said *H. L.* and *K.* his Wife, and their Heirs: the said *J. H.* the younger, and *F.* his Wife, and their Heirs; the said *F. M.* for him, his Heirs, Executors, and Administrators, for the part of himself, and the said *A.* his Wife, and their Heirs; and the said *J. G.* for him, his Heirs, Executors, and Administrators, for the part of him and *M.* his Wife, and their Heirs. That is to wit, every of the said parties severally for themselves, their Heirs, Executors, and Administrators only, and not joyntly, do covenant, agree, conclude, and grant severally, to and with every of the other parties, their Heirs, Executors, Administrators, and Assigns by these presents, in manner and form following. That is to say, That the said Mannors, Lands, Tenements, and Hereditaments, as well in Possession as Reversion, by four such several portions as they now be set out in the four several Schedules *Quadri-partite*, shall within two days next ensuing the sealing and delivery thereof, be put by them in four several Scrowls in writing, That is to say, In every Scrowl one of the four portions and parts shall be inclosed in four several Balls of Wax, so that no part of the said Scrowls may be seen: And that the same four Balls of Wax shall be after put in a Cap or Hat, and there shuffled together, and that then within the said two days, they shall agree upon some indifferent man or child, and cause him to put his hand into the said Cap or Hat at adventure, the said Cap or Hat being closed, and to take out first one Ball of Wax alone, and deliver it to the said *H. L.* or to the said *W. L.* his Father, or to some other for the said *H. L.* and *K.* his Wife, and after to take out another Ball of Wax alone, and deliver it to the said *F. M.* for the said *F.* and *A.* his Wife; and after to take out another of the said Balls of Wax alone, and deliver it to the said *T. G.* for the said *T.* and *M.* his Wife; and after to take out the fourth Ball of Wax, and deliver it to the said *I. H.* the younger, and *F.* his Wife, and immediately after such delivery of every of them that so shall receive such Balls of Wax, or his Attorney or Deputy, shall forthwith

forthwith open the ſame Balls of Wax, and cauſe or ſuffer the Scrowl therein contained to be read and openly declared amongſt them, and that the ſame ſhall ſtand and remain as a full and perfect partition and ſeverance among and betwixt the ſaid Coparceners of all the ſaid Mannors, Lands, Tenements, and Hereditaments. and that after ſuch partition and allotment made, the ſaid *H.* and *K.* his Wife, and their Heirs, the ſaid *F.* and *A.* his Wife, the ſaid *H.* the younger, and *F.* his Wife, and their Heirs, and the ſaid *T. G.* and *M.* his Wife, and their Heirs, ſhall ſtand and agree to the ſaid partition and allotment, and to all things contained and ſpecified in the Schedules *Quadri-partite*, indented, according to the true intent and meaning written in the ſame Schedules, and in theſe Indentures, and ſhall permit and ſuffer the ſame to ſtand, remain, and abide in its full ſtrength and force for ever. And further, the ſaid *H. L.* for him, his Heirs and Executors, for the part of him the ſaid *H.* and *K.* his Wife, and their Heirs; the ſaid *I. H.* the elder, his Heirs and Executors, for the part of the ſaid *I. H.* the younger, and *F.* his Wife, and their Heirs; and the ſaid *F. M.* his Heirs and Executors for him, and the ſaid *A.* his Wife; and the ſaid *T. G.* his Heirs and Executors for him, and the ſaid *M.* his Wife; That is to ſay, that every of the ſaid parties ſeverally, by and for themſelves, and their Heirs and Executors only, doth covenant and grant to, and with every of the other ſaid parties ſeverally, their Heirs and Executors only, that if every of the ſaid parties, his Wife and Heirs, for whom he or any of them covenanteth and granteth to and with the other, by theſe Preſents, ſhall for and by the ſpace of ſeven years next, &c. as far as the Law will permit and ſuffer, at the reaſonable requeſt and Coſts and Charges in the Law, and otherwiſe, of ſuch of the ſaid parties as ſhall deſire the ſame, do, knowledg, or ſuffer to be done, all and every ſuch reaſonable and further act and acts, thing and things, be it by Fine, Recovery, Deed or Deeds, or otherwiſe, as ſhall by ſuch party or parties, or their Councel learned, be reaſonably deviſed or adviſed, for the better and more perfect aſſurance of the ſaid ſeveral portions, allotments, and things in the ſaid Schedules *Quadri-partite* indented and contained, according to the true intent and meaning of all the ſaid parties: And that every of the ſaid parties, their Heirs and Aſſigns, ſhall or may, for ever hereafter, have, hold, occupy, and enjoy their ſaid ſeveral portions and allotments acquitted and diſcharged, or otherwiſe ſufficiently ſaved harmleſs, &c. And that the ſaid Coparceners and their Husbands, their Heirs and Aſſigns, ſhall permit and ſuffer every of the other Coparceners their Husbands, and their Heirs and Aſſigns, to have and keep all ſuch Evidences, Deeds and Writings, as concern ſuch Mannors, Lands, and Tenements, as are to them ſeverally allotted as aforeſaid alone, and true Copies of all other Deeds, Evidences, and Writings, as do concern the ſame Mannors, Lands and Tenements, the ſame to be copied and written out at the Coſts and Charges of ſuch as ſhall deſire the ſame. And whereas *R. N.* Gent. hath an annuity or yearly Rent of 20*l.* going out of the Premiſſes for the term of his natural life, it is covenanted and agreed by all the ſaid Coparceners, that each of them ſhall pay to the ſaid *R. N.* yearly the Sum of 5*l.* at ſuch time and place as it hath heretofore been uſed and accuſtomed to be paid. And it is further a-

Mutual Covenants for further aſſurance.

A Covenant that all the Coparceners ſhall pay an Annuity of 20 l. out of their parts divided.

greed by, and between the ſaid parties, That if it ſhall hereafter happen, that any of the Mannors, Lands or Tenements of any of the ſaid four portions allotted as aforeſaid, unto any of the ſaid Coparceners, ſhall by due order and courſe of Law or Equity, without fraud or covin be recovered, and lawfully evicted, ſo that it cannot be held and enjoyed according to the ſaid partition, and the true intent of all the ſaid Coparceners and their Husbands, that then, and in ſuch caſe the reſt of the ſaid Coparceners and their Heirs and Aſſigns, ſhall and will recompence and ſatisfie at their equal Coſts and Charges unto the party ſo evicted, ſo much as the value of the Land ſo evicted ſhall amount unto. And that all the Woods and Underwoods now ſtanding, being, and growing upon the Premiſſes, or any part thereof, ſhall be ſeverally and equally divided amongſt the ſaid Coparceners and their Husbands before the Feaſt of *P.* next coming after the date hereof. And that it ſhall be lawful to and for the ſaid Coparceners, their Heirs and Aſſigns, to have free ingreſs, egreſs and regreſs in and to all the Lands before mentioned to be divided and ſevered, and every or any part or parcel thereof, where any of the Woods do grow, (and thorough which they muſt be carried therefrom) and to fell, cut down, and carry away ſo much thereof as ſhall be ſeverally allotted unto any of them. In Witneſs, *&c.*

That the wood ſhall be ſevered and divided.

Another Partition between Co-heirs of Houſes.

This Indenture made, &c. between, &c. Witneſſeth, That it is covenanted, granted and agreed, by and between the ſaid parties, for a Partition between them to be had and made of five Meſſuages, &c. of the Inheritance of the ſaid *A. B.* as Daughters and Heirs of the ſaid *A. B.* And firſt it is covenanted and granted, by and between the ſaid parties: And the ſaid *J. M.* and *S.* his Wife, for them and the Heirs of the ſaid *C.* do Covenant and grant to and with the ſaid *T. S.* and *E.* his Wife, and the Heirs and Aſſigns of the ſaid *E.* That the ſaid *T. S.* and *E.* in the right of the ſaid *E.* and the Heirs and Aſſigns of the ſame *E.* ſhall have, hold, and enjoy to the ſaid *T. S.* and *E.* in the right of the ſaid *E.* in ſeveralty for ever; one Meſſuage or Tenement, ſituate, &c. and that other Meſſuage or Tenement, ſituate, &c. in as large and ample manner and form as the ſaid, &c. now have, hold, occupy, and enjoy the ſame in full recompence and allowance, of and for all the part and purpart that to the ſaid *E.* appertaineth, or of right ought to appertain and belong, of all the ſaid five Meſſuages, &c. by and after the deceaſe of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* And the ſaid *T. S.* and *E.* for them, and the Heirs and Aſſigns of the ſaid *E.* do by theſe preſents covenant and grant, to and with the ſaid *J. M.* and *C.* and the Heirs and Aſſigns of the ſaid *C.* That the ſaid *T. S.* and *E.* in the right of the ſaid *E.* and the Heirs and Aſſigns of the ſaid *E.* ſhall and will accept and take the ſaid three Meſſuages, &c. in full recompence and allowance, of and for the part, purpart, and portion of

The Partition.

all

all the ſaid five Meſſuages, &c. to the ſaid *E.* from and after the deceaſe of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* belonging or appertaining. And the ſaid *J.M.* and *C.* in the right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C.* ſhall have, hold, occupy, and enjoy to the ſaid *J.M.* and *C.* in the right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C.* in ſeveralty for ever, the ſaid two Meſſuages, &c. in as large and ample manner and form as the ſaid *J.M.* and *C.* now have, hold, occupy, and enjoy the ſame, in full recompence and allowance of and for the ſaid part, purpart, or portion that to the ſaid *C.* appertaineth, or of right ought to appertain or belong, of all the ſaid five Meſſuages, by and after the deceaſe of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* And the ſaid *J.M.* and *C.* for them and the Heirs and Aſſigns of the ſaid *C.* do by theſe Preſents covenant and grant, to and with the ſaid *T.S.* and *E.* and the Heirs of the ſaid *E*; That he the ſaid *J.M.* and *C.* in right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C.* ſhall and will accept and take the ſaid two Meſſuages, in the tenures of, &c. in full recompence and allowance of and for her part, purpart, and portion of all the ſaid five Meſſuages, &c. to the ſaid *I. M.* and *C.* by and after the death of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* belonging or appertaining, and for and in conſideration that the ſaid Meſſuages to the ſaid *J.M.* and *C.* in form aforeſaid allotted, be of better value than the ſaid Meſſuages to the ſaid *T. S.* and *E.* in form aforeſaid allotted: The ſaid *J. M.* and *C.* for them, their Heirs, Executors, and Adminiſtrators, do covenant and grant, to and with the ſaid *T. S.* and *E.* their Executors and Adminiſtrators, That they the ſaid *J. M.* and *C.* their Heirs, Executors, or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid, to the ſaid *T. S.* and *E.* their Executors or Adminiſtrators, the Sum, &c. And it is alſo covenanted, granted, and agreed between the ſaid parties, and either of the ſaid parties do covenant, grant, and agree, for them, and their Heirs and Aſſigns, by theſe preſents, to and with the other of them, their Heirs and Aſſigns, That it ſhall and may be lawful to either of the ſaid parties, their Heirs and Aſſigns, from time to time, and at all times needful, to enter into any parcel of the part or purpart of the other, for the repairing, amending, and doing of any thing neceſſary for the maintenance and preſervation of the Tenements aforeſaid, to them ſeverally allotted and appointed by theſe Preſents, and that neither of the ſaid parties, their Heirs or Aſſigns, at any time hereafter, ſhall make any new Building, or do any other thing, in any part or parcel of the part and purpart of either of them, that ſhall or may ſtop, impair, or hinder the Light, Gutters, or Kennels of the part or purpart of the other of them. In Witneſs, &c.

A Covenant to accept two Meſſuages for one part.

A Covenant to pay a Sum of Money to one whoſe part was leſs than the other.

A Covenant, That every of the Parties may enter into any of the others part, for the repairing of the Houſes.

A Diviſion of Land between the Owners thereof in Fee-ſimple, with good Covenants.

THis Indenture, &c. Between *A.W.* Son of *W.W.* late of *L.* Car. deceaſed, on the one part, and *C. W.* Cit. and M. of *L.* on the other part: Witneſſeth, That whereas by reaſon of a Parliament holden in the firſt year of the late Raign of our late Soveraign Lord *Ed. 6.* late King of *England*, Intituled, *An Act for diſſolving and determining of divers Chantries, Colledges, Guilds, and Fraternities*; amongſt other there did come to the poſſeſſion of the ſaid late King, all thoſe two Meſſuages and Tenements, Shops, Cellars, Sollers, Yards, Chambers, &c. then in the tenure, &c. ſituate in the Pariſh of St. *Peter*, &c. in the City of *L.* aforeſaid. And where the ſaid late King *Ed. 6.* by his Letters-Patents, made under his Great Seal of *England*, and bearing date, &c. amongſt other things did give and grant the ſaid two Meſſuages and other the Premiſſes, with their Appurtenances, to *E. E.* then of the City of *L.* Eſq; and to *T. B.* of, &c. and to their Heirs for ever, to be holden of the ſaid late King, his Heirs and Succeſſors by Fealty in free Burgage of the ſaid City of *L.* and not in chief, for all Services and Demands whatſoever, as by the ſaid Letters-Patents and Record thereof more plainly &c. And where the ſaid *C. W.* and *A. W.* by good and lawful Conveyance are and ſtand ſeized of the ſaid two Meſſuages, and other the Premiſſes, with their Appurtenances, to them and their Heirs for ever: That is to ſay, the ſaid *C.* is and ſtandeth ſeized of one moiety thereof, and the ſaid *A.* of the other moiety thereof by good and perfect Eſtates in Fee-ſimple; They the ſaid *C.* and *A.* of one aſſent and conſent for them and their Heirs, have made full and clear diviſion of all the ſaid Meſſuage or Tenement, and other the Premiſſes, with their Appurtenances, in form as followeth; That is to ſay, the ſaid *C. W.* his Heirs and Aſſigns, ſhall and may from henceforth have, hold, and enjoy to the ſaid *C.* his Heirs and Aſſigns for ever, to the only uſe and behoof of the ſame *C.* his Heirs and Aſſigns for ever, all that, &c. abutting, &c. containing, &c. And that the ſaid *A. W.* his Heirs and Aſſigns, ſhall and may, &c. all that, &c. And for as much as the ſaid part of the Premiſſes, in the Diviſion aforeſaid, allotted to the ſaid *C. W.* is the better part thereof, the ſame *C.* in conſideration thereof, before the enſealing of theſe Preſents, hath given, contented, and paid to the ſaid *A. W.* the Sum of, &c. whereof the ſaid *A.* knowledgeth himſelf fully and truly paid and ſatisfied, and thereof acquitteth, &c. And the ſaid *A. W.* for him and his Heirs, doth by theſe preſents ratifie and confirm to the ſaid *C.* his Heirs and Aſſigns for ever, all that part of the ſaid two Meſſuages, and other the Premiſſes, allotted to the ſaid *C.* in and by the Diviſion. And alſo, the ſaid *A. W.* Covenanteth, &c. in form, &c. That he the ſaid *A.* and his Heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former Eſtate, Right, Title, or Intereſt,

Recitation.

Each ſeized of a Moiety.

Allotments in ſeverality.

The one in conſideration his part is better, alloweth money to the other in Conſideration.

tereſt, to the Premiſſes, or any part thereof allotted to the part of the ſaid *C.* as aforeſaid, from time to time, and at all times during three years next, &c. at and upon the reaſonable requeſt of the ſaid *C.* his Heirs or Aſſigns, to be made to the ſaid *A.* or his Heirs, at the coſts and charges in the Law of the ſaid *C.* his Heirs or Aſſigns, ſhall and will do, make, knowledg, and ſuffer, and cauſe, &c. with warranty only againſt the ſaid *A.* and his Heirs, all and every ſuch act and acts, thing and things in the Law, as by the ſaid *C.* his Heirs or Aſſigns, or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure making of all the ſaid part of the Premiſſes allotted to the ſaid *C.* as aforeſaid, to him the ſaid *C.* his Heirs and Aſſigns, for their own uſe clearly and abſolutely, without any condition for ever to be made ſure. And that he the ſaid *A. W.* at the time of the making of the ſaid Diviſion was, and until the time of the full perfection thereof, and of good aſſurance made to the ſaid *C.* and his Heirs, of that part of the Premiſſes to them allotted as aforeſaid, ſhall be and ſtand lawfully ſeized in his Demeſne as of Fee, of one moiety of the ſaid two Meſſuages, and other the Premiſſes, without any Condition or Defeazance. And that he the ſaid *A.* at the time of the ſaid diviſion making, had and hath good and lawful right, authority, and power to make and finiſh the ſame diviſion, to and with the ſaid *C.* according to the true meaning of theſe preſents. And further, That all the ſaid part of the Premiſſes allotted to the ſaid *C.* and his Heirs as above ſaid, is, and for ever ſhall be and ſtand clear and clearly acquitted and diſcharged, or otherwiſe at all times ſaved harmleſs by the ſaid *A.* his Heirs, Executors and Adminiſtrators, of and from all and ſingular former Grants, Bargains, Sales, &c. had, made, done, or agreed unto by the ſaid *A. W.* or by his means, knowledg, conſent, or procurement. And moreover, That he the ſaid *C. W.* his Heirs and Aſſigns, for their own uſe for ever, ſhall and may from henceforth peaceably and quietly have, &c. all the ſaid part of all and ſingular the Premiſſes, to the ſaid *C.* allotted as above ſaid, without any let, interruption, ſuit, trouble, or eviction of the ſaid *A.* his Heirs or Aſſigns, or any other perſon or perſons, by his or their means, title, conſent, or procurement. And the ſaid *C. W.* Covenanteth as *A. W.* before hath Covenanted, &c. In Witneſs, &c.

Further aſſurance.

Seiſin in Fee.

Authority to divide.

Diſcharge of Incumbrances.

For injoyance.

Partnership.

A Partnership between two of several Trades, where each several parties industry used in his several Trade, the gain is to redound to both parties benefits.

Covenant for being Joynt Occupyers and Copartners in both these Trades the said A. and B. do now severally use and occupy for 11 years, if they shall so long live, &c.

THis Indenture, &c. Witnesseth, That it is covenanted, granted, and agreed between the said Parties to these Presents, That they two according to the intent and tenour of these Presents, and not otherwise, shall be and continue Joynt Occupiers and Copartners in both these several Trades of Occupyings, which they the said *A.* and *B.* do now severally use and occupy, as well within the Realm, as also by any course of Merchandises elsewhere out of the Realm, from the first day of *N.* next coming, for and during the term of 11 years, from thence, &c. and fully to be complet. If the said *A.* and *B.* shall so long live, and the same their Copartnership, shall not in the mean time discontinue, break off, or give over, unless it shall be by the assent of both the said parties, or for some just cause to be given by either of the said parties, contrary to the true meaning of these presents. And for the enterprising, maintenance and continuance of the said joynt Occupying and Copartnership between the said parties interchangeably in their several Trades aforesaid. The same parties have agreed to lay down and make their Stocks together, to the full Sum of 1600 *l.* of, &c. whereof the said *A.* shall imploy in his Trade 800 *l.* of the same money. And the said *B.* shall imploy in his Trade the other 800 *l.* residue of their Stock of 1600 *l.* for and during the said joynt Occupying and Copartnership, unless it shall be otherwise agreed between the said parties. And to the making of the said Stocks, either of the said parties shall put in thereunto 400 *l.* apiece, at, or before the first day of *N.* next coming, and the other 400 *l.* apiece, at, or before the 21 of *M.* next coming. And the said *A.B.* for him, &c. covenanteth, &c. with the said *C.* &c. in form, &c. That he the said *A.B.* shall truly and faithfully, to the best of his wit, knowledg and power, imploy himself in and about the necessary use and maintenance of that Trade which he now useth. And therein in form aforesaid, shall imploy the Stock aforesaid thereunto limited, for the common and equal gain and advantage of the said Copartners, without any fraud or covin. And also, that he the said *A.* shall from time to time make and keep, or cause to be, &c. truly and faithfully a good and perfect account and reckoning in Writing, fair and legible, written in convenient Book or Books for that use to be provided, of all the said Trade and Doings of the

Monies to be made betwixt the 1600 l. A. to imploy 800 in his Trade. And B. in his 800 l. for the time, &c. either to the said stock 400 l. before, &c.

A. faithfully to account, and keep accounts fair in writing, of his Trade.

the said *A. B.* in the Copartnership aforesaid. And that the said *C. D.* and his Assigns, from time to time, upon request, shall and may peruse, see, and cast over the said Books, and the Accounts and Reckonings which shall be contained therein. And also, that he the said *A. B.* or his sufficient Deputy, from six Months to six Months, once in every six Months, so long as the said Copartnership shall endure (if he be thereunto required) shall make, and give up to the said *C.* or to his Assigns, a true, perfect, and whole account in Writing, of all and every such Sum or Sums of money, and of all Wares and Merchandizes as the said *A.* or his Assigns, within the compass of the said Account shall have, had, or receive in his said Trade of the said joynt Occupying and Copartnership; and also of all Sums of Money, Wares and Merchandizes whatsoever, within that time, the said *A.* or his Assigns, shall have paid or delivered, for, and touching his Trade and Copartnership in any thing. And the said *C. D.* for him, &c. Covenanteth, &c. in form as *A.* before with him hath Covenanted *verbatim, &c.* And the said Copartners, for themselves, their Executors, Administrators, Factors and Assigns, and every of them, hath Covenanted and agreed, and by these presents do Covenant and agree together, That they, the said *A.* and *B.* severally, and their several Executors and Administrators shall have several Right and Interest in the said Stocks of 1600 *l.* and every other Sum of money which the said Copartners shall put into the said Stocks, or either of them, and in all things which shall come and grow thereof, according to the several Sums of money which they shall put into the same Stocks, or any of them, and in none other manner in any wise; That is to say, every of the same *A.* and *B.* severally, and their several Executors and Administrators, shall have several Right and Interest, either party to one several Moiety, and half part of all the said Stocks, and in, and to all things which shall come or grow thereof. And after the same rate and order shall have their several parts and portions of all the gains and increase of the same Stocks, and of all things which shall arise or grow thereof, and of every other Stock to be put into the said Copartnership, by the same Copartners. And after the same rate, and in the same manner, shall bear their reasonable parts and portions of all Charges, Losses, and Adventures whatsoever to grow in the said Trade or joynt Occupying. Provided allways, That it shall not be lawful to either of the said Copartners, their several Factors or Assigns, in their several Trades aforesaid at any time, during the said Copartnership in any manner of wise, to charge the Stock or Stocks of this Copartnership, or his Copartner, with any Sum or Sums of money, or other Charges over and above the said partable Stocks, unless it be by a full consent thereunto, hereafter to be given by the said Partners, which consent shall be contained, and written in some Book of their account, whereunto for that purpose, and under that place in the same Book, where the same consent shall be written down, they both shall subscribe their Names, with their own Hands. Provided also, and it is further Covenanted, bargained and agreed, by and between the said Copartners, &c. in manner and form following, *viz.* That if it shall happen, either of the said Copartners to decease within the time of their said Co-

C. D. upon request shall and may peruse the Accounts contained therein.

A. B. once in every 6 Months during the continuance of this Copartnership, if required, shall give up to C. a true Account of all, &c. the like from C. D.

Covenanteth that they have several right in the said Stocks, and of every other sum they shall put into Stock; and in all things which shall come and grow thereof, according to the several sums they put in, and have their several parts and partitions of gains accordingly.

Proviso, not to charge each other in their several Trades at any time in any wise to charge the Stock or Stocks of Copartnership, or Copartner, with any Sum of moneys, or other charge over and above his partable Stock, &c.

In caſe of death before Accounts cleared, the Survivor to uſe all diligence, to return a true and perfect account of Stock and Gains to the Executors, Adminiſtrators, or Aſſigns of the Partner deceaſed, of all dues at his death belonging to him; and alſo to uſe his endeavours to call in Debts, &c.

Copartnerſhip, or before the Accounts thereof ſhall be finiſhed and cleared between them, that then, in ſuch caſe the Survivor of them ſhall procure, and cauſe with all his power and diligence to make and yield, or cauſe, &c. to the Executors, Adminiſtrators, or Aſſigns of his Copartner, ſo deceaſed as aforeſaid, a plain, true, and perfect account of the ſaid ſtock and gains thereof then remaining with or towards the ſaid Coparceners which ſhall fortune to ſurvive, of the ſaid partable Trade by him uſed. And thereof ſhall allot and allow to the ſaid Executors, Adminiſtrators, or Aſſigns of his deceaſed Coparcener the whole part and portion of all the ſaid ſtock and gains, with or towards the ſame Survivor in his ſaid Trade remaining, which to the ſame Coparcener deceaſed, in right and equity, after the true meaning of theſe preſents, then at his deceaſe ſhall be belonging. And that thereupon the ſame Survivor ſhall do his beſt endeavour to call in and gather all Debts abroad, and which were owing to the ſaid Coparceners, in and by the ſaid partable Trade uſed by the ſame Survivor at the time of the deceaſe of his ſaid Coparcener, and as the ſame, or any part thereof, ſhall or may be had and received, without Suit, ſhall make payment of one moiety thereof, to the Executors, Adminiſtrators, or Aſſigns of the ſaid Coparcener deceaſed, taking allowance out of the ſame only of one moiety of ſuch Debts as the ſaid Coparceners did owe in the ſaid partable Trade uſed by the ſaid Survivor, and were unpaid at the time of the deceaſe of the Coparcener ſo firſt deceaſing. And that the ſaid Survivor, if it be required of him, for the reſidue of all Debts whatſoever, owing to the ſaid Coparceners, of or by the ſaid partable Trade uſed by the ſame Survivor, whereof the ſaid Executors, Adminiſtrators, or Aſſigns of the ſaid Coparcener deceaſed, ſhall not before have, had, and received his moiety, ſhall make and deliver to the ſame Executors, Adminiſtrators, or Aſſigns of the ſaid deceaſed Coparcener, at the proper Coſts and Charges, ſuch Conveyance and Aſſurance of one moiety thereof, as by the ſame Executors, Adminiſtrators, or Aſſigns, or by any of the Learned Councel of them, or of any of them, ſhall be reaſonably deviſed, be it by Letter of Attorney, Grant, Agreement, Contract, or Covenant, or otherwiſe by any reaſonable mean not repugnant to the Laws of this Realm. And moreover, That then likewiſe the Executors, Adminiſtrators, or Aſſigns of the ſaid Coparcener ſo deceaſed as aforeſaid, for all the Stock limited to the Trade, and occupying of the ſaid Coparcener ſo deceaſing, and for all the Gains thereof, ſhall make a plain, true, and perfect account of and for the ſame, to and with the ſaid Coparcener ſurviving, or his Aſſigns, and thereof ſhall allot and allow to the ſaid Survivor and his Aſſigns, the whole part and portion, which after the true meaning of theſe preſents, ſhall be coming towards the ſame Survivor, of all the Stock and gain thereof aforeſaid, put into the hands of his Coparcener deceaſed: And that thereupon alſo the Executors, Adminiſtrators, and Aſſigns of the ſaid Coparceners deceaſed, ſhall do their beſt endeavour to call in and gather all Debts abroad, which were owing to the ſaid Coparceners, at the time of the deceaſe of the ſame Coparcener ſo firſt deceaſing, and which may be gotten without Suit; and as the ſame, or any part thereof, ſhall be had or gotten without Suit, ſhall make

The Executors are by Covenant to make a perfect Accompt alſo.

And do their beſt endeavour to recover Debts.

payment

payment of one moiety thereof to the said Coparcener surviving, or to his Assigns. And that for the reason of such Debts as shall be coming to the said partable Trade and Stock, occupied and used by the said Coparcener so first deceasing, that the Executors and Administrators of the same Coparcener so first deceased, shall have one moiety thereof: And the Coparcener and his Assigns surviving, the other moiety thereof. Provided always, That all such Debts as the same Coparceners did owe out of the said Stock and Trade, occupied and used by the said Coparcener first deceasing, shall be deducted and born of the same Stock and Debts owing and coming thereunto. And that the said Survivor for recovery of the one moiety of the same Debts, shall make such Conveyance and Assurance to the Executors, Administrators, or Assigns of the said Coparcener first deceasing, at their charges and expences, as the same Executors, &c. or their Learned Councel, &c. shall devise, not repugnant to the Laws of this Realm, and according to the true meaning of these presents; To all and singular which said Covenants, Articles, Conditions, and Agreements for the several parts of the said *A.* and *B.* their Executors, Administrators, Factors, and Assigns, well and truly to be performed, holden, and kept, according to the very intent and true meaning of these present Indentures, either of the same parties doth bind himself, his Heirs, Executors, and Administrators, unto the other of them, in the Sum of 3000 l. of, &c. to be had and levied, to the use of his other Coparcener, his Executors and Assigns, of all the Lands, Tenements, Goods, and Chattels, of such of the same Coparceners, as shall make default to perform, hold, and keep the Covenants, Articles, Conditions, and Agreements aforesaid, or any of them, for his part to be holden, performed, or kept. In Witness, &c.

Provision of Debts owing by the Coparceners to be deducted; the Survivor to make such Conveyance for recovery of the one moiety of the Debts to the Executors, &c. of the said Coparcener first deceasing, as they or their Councel shall advise.

A Partnership where one alone is bound to follow the Trade.

This Indenture, &c. Between *W. B.* Cit. and M. &c. on the one part, and *E. G.* Cit. and Cl. &c. on the other part, Witnesseth, That the said *W. B.* and *E. G.* of the mutual credit and faithful confidence that each of them hath reposed in the other, have covenanted, granted, condescended, and agreed together, and by these Presents do Covenant, &c. at their equal charges, to make one Stock of, &c. of lawful, &c. at their equal adventure, and for their common and equal gain and loss, to be bestowed, imployed, used, and occupied, by the diligence, discretion, and labour of the said *E. G.* from time to time, in the Trade and Trafick which the said *E. G.* now useth and exerciseth in that Shop which he now occupyeth, situate in *B.* of *L.* from the day of the date of these presents, by and during all the term of five whole years, from thence next following. And the said *E. G.* doth covenant, acknowledg, and confess, that he, at and before the ensealing and delivery of these presents, hath had and received of the

Agreement.

E.G. Covenants that he hath received the full Stock.

the said *W.B.* the Sum of, &c. for the full part of the said *W.* to the making of the Stock aforesaid, and thereof is fully and plainly satisfied and possessed. And also, the said *E. G.* doth Covenant and promise, to and with the said *W. B.* by these presents, that he the said *E.* shall not only immediately and presently put in other 100 *l.* of, &c. to make up the said Stock to the full Sum of, &c. but also according to his health and ability, from time to time, during the said Partnership, shall imploy his labour, knowledg, and diligence, to bestow the said Stock in his said Trade, and therein use and occupy the same, for the common and equal profit of himself, and the said *W. B.* without fraud or covin, in manner and form as aforesaid. Provided always, and it is agreed between the said parties for themselves, their Executors, and Administrators, by these presents; That if it do fortune either of them to decease, during the said term of their Partnership (their said Stock and encrease thereof, or any part or parcel thereof, or any Debts to be to them owing, or by them owing, by means whereof, not being severed nor divided) that yet notwithstanding the Survivor of them shall have only interest and right to the Moiety, and one half of the said Stock, Encrease, and Debts, owing to the said Partners, and no more: And upon account, to be charged only with the Moiety of the said Debts by the said Partners (in respect of the said Partnership only) to be owing out of their Stock aforesaid. Any thing to the contrary, &c. And the said *E. G.* Covenanteth, &c. That the said *E.* from time to time, upon every reasonable Request, and upon one months forewarning, shall make or give up to the said *W.* or to his Deputy or Attorney, a plain and true account in writing, of all the said Stock, and of all the encrease and gains thereof, together with all losses grown of the same, and shall then immediately make a true and equal division and payment to the said *W. B.* if it be required, of all his part of the gains and encrease aforesaid, according to the true meaning of these presents. And that if it do happen the said *E. G.* at any time during the said term of five years, to depart this present life, or at any time after, before the clear ending and finishing of the Account of the Premisses, and full payment had, and partition made of all things put in the said Partnership, or arising thereof, that then the Executors or Administrators of the said *E. G.* shall make a full and perfect Account, and ready payment and delivery to the said *W.* his Executors or Administrators, or to his or their lawful Deputy or Attorney, as well of all that part of the said Stock to the said *W.* or to his Executors or Administrators (according to the true meaning of these Presents) a part, as also of the Moiety, and one half of all increase, lucre, gains, and advantages, grown of, or from the said Stock, and that to be done within the space of two months, next after the decease of the said *E. G.* without any further delay. In Witness, &c.

E. G. Covenants to put in 100 *l. to make up full Stock, and according to his ability imploy his labour in the said Trade.*

Proviso in case of death.

For Accounting.

A Partnership between Merchants-Adventurers.

THis Indenture *Tripartite*, &c. Between *R. P.* of *L.* Mer. on the first part, and *W. C.* of *L.* Clothw. on the second part, and *H. M.* of *L.* aforesaid, Clothworker, on the third part, Witnesseth, That for and touching a Copartnership, and joynt Occupying, in the Merchants-Adventurers, to be had and continued between the said parties, from the Feast of *E.* now next coming, for, by, and during the term of three years, from thence, &c. and fully, &c. the said parties have covenanted and agreed together, and every of them severally for himself, his Heirs, Executors, and Administrators, doth grant, covenant, and agree, to and with the other of the said parties, and either of them, and the several Heirs, Executors, and Administrators, of either of them, by these present Indentures, in manner and form, as hereafter particularly on their behalfs, or on the behalf of any of them in these Presents, is expressed and contained; That is to say, First, That for the making of a Stock for the said Copartnership, and joynt Occupying, the said *R. P.* for his part, shall put into the said Stock 400 *l.* of, &c. and the said *W. C.* for his part, shall put into the said Stock 300 *l.* of, &c. and the said *H. M.* for his part, shall put into the same Stock 250 *l.* of, &c. which several Sums of Money are now at and before the ensealing of these presents, well and truly put into the Stock aforesaid, by the parties aforesaid, in form as aforesaid. *Stock.*

Item, That every of the said parties, and their several Executors and Administrators, shall from henceforth have several Right and Interest in the Stock aforesaid, and the encrease thereof, to the values of their several Stocks put into this Copartnership, as aforesaid. And for the residue of all increase and gains to come, or grow of, or by the said Stock, or joynt Occupying the same parties severally, and their several Executors and Administrators, for every part, shall have Right and Interest to one equal third part thereof, and not otherwise, or in any other manner. *To have Right and Interest according to their several Stocks.*

Item, That all Losses, Adventures, Costs, Charges, and Damages, to happen or arise, in or by the joynt Occupying aforesaid, shall be from time to time allowed, reckoned, sustained, and born, of the whole Stock and Encrease, of and by the Copartnership and joynt Occupying aforesaid, all Charges of Dyets only excepted. *Losses to be born of the whole Stock, Charges of Dyets excepted.*

Item, That every of the said parties, in his place where he shall be abiding and assigned for the business of the joynt Occupying aforesaid, shall there diligently and faithfully employ himself, to the profit and commodity of the said Copartners; and likewise every of them shall keep from time to time, a plain and true Account and Reckoning in Writing, apart by it self from other Reckonings, of all his doings and dealings in the Premisses, which according to the use of Merchants, shall be meet to be entred into Account. *Each faithfully to imploy himself, and keep true Account.*

Item, That every of the said parties shall make true and perfect Account *And shall make true Account to each other when required.*

with

with his Copartners, of his doings and dealings in the said Copartnership, and the business thereof, as it shall be reasonably required from time to time by any of his other Copartners, or by the Executors and Administrators of any of them. Item, That none of the said Copartners, during the time before appointed, for the continuance of the said Copartnership, shall take any thing out from the said stock or increase thereof to his own particular use, except it be for his own Diet or House-keeping, without the special agreement of the said two other Copartners first thereunto had in Writing, to be signed with their Hand. Item, That during the time aforesaid, none of the said Copartners, without such special agreement as aforesaid, shall except any Bill or Bills of Exchange, to the intent, to return the same upon the Exchange for any other person or persons, other then only to the Account of the said Copartnership; and that during the said time, none of the said Copartners shall entermeddle or joyn himself in Trafick, to or with any other Fellowship or Copartnership; and that none of the parties to these presents, during the said time, shall make, sign, or deliver any Bond or Bonds, Bill or Bills of Debt, as Surety for any other person or persons, whereby his other Copartners, or other joynt-stock, shall or may be further charged than his part, that shall make, sign, or deliver such Bond or Bonds, Bill or Bills, doth and shall truly amount unto, except it be by such agreement as aforesaid. Item, That the said Copartners, during the said Copartnership, shall for all other business of the said joynt Occupation, term and call themselves by the name of *W. C.* &c. Company, Writings which they shall make in this Copartnership, or otherwise such of the said Copartners, as shall so sign any such Bills or Writings shall make the same, in the name of himself and Company. Item, In consideration that he the said *H. M.* shall be resident beyond the Seas for the business of this Copartnership, he, in respect of the dearness of Victual there, shall have yearly towards his Table, in allowance out of the Account aforesaid 10 *l.* of lawful money of *Flanders*, and also in consideration, that the said *W. C.* shall keep a mass, and use his Warehouse in *L.* for use of his Copartnership, the said *W.* to have therefore yearly to him allowed out of the Account aforesaid other 10 *l.* of, &c. And that all Charges, other than aforesaid, being for Diet, shall be born by every Copartner for his own party, and not to be put to the said Account. Item, If it fortune any of the said Copartners to decease before the ending of the said Copartnership, the other two Partners then surviving, the Survivor of them two, and his Executors and Administrators, shall make good and true account, and meet and equal contentation and satisfaction to the Executors or Administrators of such Copartner so deceasing, of and for all his part of the said stock, and the Gains and Encrease thereof (charged with his part of the Charges aforesaid) until the day of such decease of the same Copartner, without any Delay, Fraud, or Covin, and without any advantage taking by right of surviving, or any usage or custom. Item, That once every year the said Copartners by themselves, or their sufficient Deputies, shall confer together, and make perfect their Account to the day of such their conference, or as near thereto as conveniently by their Estate of their business may be done. And also that

Neither to take out of the Stock for his own particular use, except for his own Diet and House-keeping.

Not to accept of Bills without the other.

Nor sign any Bond to the prejudice of the other, except such agreement as aforesaid.

To make writing in name of himself and Company.

In case of death the Survivor to account to the Executors, &c. of the other, without Delay or Covin, without any advantage by Survivorship.

Once every year to confer together, and make perfect Account.

by

by their common consent and appointment, one fair Register-Book shall be made, and orderly kept, from time to time, of their whole Account for their Partnership. And that every of them, and their several Executors and Administrators, shall and may have Copies thereof, as to them shall be needful or convenient, without denial or impediment of any of the said Copartners, or any other, for or by them, or any of them. And every of the said Copartners, parties to the presents, doth covenant and grant for himself, his Heirs, Executors, and Administrators, and every of them, by these Indentures; That he and his Heirs, Executors, and Administrators, and every of them for his part, shall and will well and truly hold, keep, and perform, all and singular the Articles aforesaid, and all the Covenants of these Presents, towards his other several Copartners, and either of them, and the Heirs, Executors, and Administrators, of every of them, as becometh a true and faithful Copartner to do, without any Fraud or Deceit in any thing. In Witness, &c.

One fair Register-Book to be fairly kept, and every of them, &c. to have Copies without denial.

For true performance on all parts.

A Division of Partnership well passed.

THis Indenture, &c. between *W. L.* Cit. and G. of *L.* on the one part, and *T. H.* Cit. and H. of *L.* on the other part, Witnesseth, That whereas the said parties, for and by the space of certain years now past, have had, held, and occupied a partable stock, and have been and continued Copartners, and parting fellows in the Trade of buying, selling, and retailing of Linnen Cloth and other Merchandises, and now have clearly resolved and agreed together from henceforth absolutely, to all intents, to dissolve, determine, break off, and end the said Copartnership, of and in the Premisses. And have further concluded clearly to divide the said partable Stock, and all Debts and Credits thereof, and thereby growing, arising and being. And furthermore, each of them to hold and retain his several part, purpart, and portion, to and by himself in severalty, to his own sole use and profit, and not in common. It is therefore covenanted and agreed, by and between the said parties to these Presents, and either of them for himself, his Heirs, Executors and Administrators, covenanteth and granteth to and with the other of them, his Executors and Administrators by these Presents, in manner and form following, That is to say, That the said Copartnership and parting fellowship, and all other Partnerships and joynt Trading, now or at any time, before the Date of these Presents had, used or exercised between the said parties to these Presents, do and shall from henceforth immediately cease, determine, and clearly end, and have no further continuance or being, to any effect or purpose whatsoever, any Covenant, Covenants, or other matter, agreement, composition, promise, or thing, to the contrary thereof, had, made, concluded, or promised in any wise notwithstanding. And that all such former Covenants, Promises, and Agreements, as are passed or made, by or between the said Parties, touching any further continuance or prolonging of any such Partnership or Partnerships, to be had or holden, between

Partnership henceforth to cease.

All Covenants made for the further continuance of the Partnership to be void.

One of the parties to have all the Money and wares without impediment of the other.

between the said parties, shall by virtue of these Presents be deemed, adjudged, void, and of none effect. And also, it is agreed by and between the said parties to these presents, and the said *T. H.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *W. L.* his Executors, Administrators, and Assigns, that, &c. for his part of the said partable stock, and other the Premisses, shall take, have, and enjoy from henceforth to the sole and proper use and behoof of the same *W. L.* his Executors, Administrators, and Assigns, all the Linnen-cloth, Wares, Merchandizes, and ready money whatsoever now remaining in the said stock of the said Copartnership, or being any part or parcel thereof, or accepted or taken, as part, parcel, or member thereof, which by estimation, is now rated and valued to the sum of 1714 *l.* 10 *s.* and the same, and every part thereof, to be, remain, and continue from henceforth, to the same *W. L.* his Executors, Administrators, and Assigns, discharged and acquitted, or else upon reasonable request, sufficiently saved harmless by the said *T. H.* his Executors and Administrators, or some of them, of, for, and from all manner of Interests, Judgments, Charges, Forfeitures, Titles, and Incumbrances, had, made, or suffered, or to be had, made, or suffered by the said *T. H.* his Executors, or Administrators, or by any of them, or by any other in his Right or Title, or lawfully claiming in, from, by, or under him, or them, or any of them. And the said *T. H.* doth by these Presents, absolutely and clearly grant, assign, release, and put over to the said *W. L.* his Executors and Assigns, all the Right, Interest, and demand of him the same *T.* of, in, and to the said Linnen-cloth, Wares, Merchandizes, and ready money whatsoever, and of, in, and to every part thereof. And moreover, it is covenanted, granted, and agreed, by and between the said parties to these presents, and the said *W. L.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to, and with the said *T. H.* his Executors and Administrators by these presents, That the said *T. H.* for his part of the said partable stock, and other the Premisses, shall take, have, and enjoy, to his own proper use and behoof for ever, without any let, suit, disturbance, or interruption of the said *W. L.* his Executors, or Administrators, or any other, lawfully claiming from, by, or under him, all and every such Debts and Sums of money which are now due, or owing, or to be paid to the said Copartners joyntly, by reason or means of their said Copartnership, as are particularly mentioned or expressed in a Schedule indented, to these presents annexed: Together with all Bills, Bonds, Obligations, and specialties only concerning the same Debts, or any of them. And the said *W. L.* doth by these presents clearly (what in him lyeth) release and put over to the said *T. H.* his Executors and Assigns, all the Right, Title, and Demand of him the said *W.* of, in, and to all and every the said Debts, in the said Schedule expressed, and of, in, and to the said Bills and specialties; only touching, and concerning the same, or any of them. And also the said *W. L.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *T. H.* his Executors, Administrators and Assigns, and every of them, by these Presents, in form following; That is to say, That he the said *W. L.* his Executors and Administrators, having and enjoying

The other of the partits to have for his part certain Debts mentioned in a Schedule.

And all specialtits of these Debts.

Release of the Debts.

The Debts to be held without accompt.

ing the ſaid Linnen-cloth, Wares, Merchandizes, and ready Money as aforeſaid, according to the ſaid Allotment, and to the true meaning of theſe preſents, ſhall and will, from time to time, agree, permit, and ſuffer, that the ſaid *T. H.* his Executors and Adminiſtrators, to his and their own uſe, ſhall and may demand, require, collect, receive, gather, and levy, by all lawful ways and means, all and every the ſaid Debts in the ſaid Schedule expreſſed, or mentioned, and every part thereof, without any let, denial, or gain-ſaying of the ſaid *W. L.* his Executors, or Adminiſtrators, or any of them, and the ſame ſhall and may retain and hold to his and their proper uſe, without any Accompt or Reckoning thereof, or of any part thereof, to be made or rendred to the ſame *W. L.* his Executors and Adminiſtrators, or to any of them. *To agree that Actions ſhall be brought without diſcharge thereof.* And ſhall and will alſo agree, That if need ſhall be, any Action or Actions, Suit or Suits, for the Recovery of the ſaid Debts, in the ſaid Schedule expreſſed, or any of them may be brought or purſued by, and at the coſts and charges of the ſaid *T. H.* his Executors and Adminiſtrators, in the name or names of the ſaid *W. L.* and *T. H.* their Executors or Adminiſtrators, or any of them, without any Diſcharge, Revocation, or ſtay of the ſaid Actions or Suits, or any of them, to be cauſed or commanded by the ſaid *W. L.* his Executors or Adminiſtrators, or any of them, without the conſent of the ſaid *T. H.* his Executors, or Adminiſtrators, or of ſome of them, ſo as the ſaid *T. H.* his Executors, or Adminiſtrators, or ſome of them, ſhall from time to time, upon reaſonable Requeſt and notice, ſave and keep harmleſs the ſaid *W. L.* his Executors and Adminiſtrators, and every of them, for and concerning all loſſes, Coſts and Damages which he the ſame *W.* his Executors, or Adminiſtrators, ſhall ſuſtain or be at, *Bona fide*, without fraud or covin, by occaſion or means of any ſuch Action or Suit proſecuted in his or their Name, by the ſaid *T.* his Executors and Adminiſtrators, or by any of them. *Not to releaſe the Debts.* And that he the ſaid *W. L.* hath not heretofore, nor that he, his Executors, or Adminiſtrators hereafter, ſhall not receive, acquit, releaſe, or diſcharge the ſaid Debts in the ſaid Schedule expreſſed, or any of them, unleſs it be by the ſpecial conſent and agreement of the ſaid *T.* his Executors or Adminiſtrators, firſt in that behalf obtained and had, or unleſs he the ſame *W. L.* his Executors or Adminiſtrators, ſhall truly pay to the ſaid *T. H.* his Executors and Adminiſtrators, any ſuch Sum or Sums ſo by him the ſaid *W. L.* to be received of the ſame Debts within 40 days, next after ſuch Receipt ſo thereof by him to be made. *If any of the Debts ſhall be received or acquitted, then the ſame to be paid to the party that ſhould have them, within ſix weeks.* And if the ſame *W.* his Executors or Adminiſtrators, ſhall hereafter acquit or diſcharge any of the ſaid Debts in the ſaid Schedule expreſſed, without ſuch conſent and agreement of the ſaid *T.* his Executors and Adminiſtrators as aforeſaid, that then he the ſaid *W.* his Executors or Adminiſtrators within ſix weeks next after every ſuch Releaſe or Diſcharge of any of the ſaid Debts in the ſaid Schedule expreſſed, ſhall and will well and truly pay content, and ſatisfie, or cauſe to be paid, contented, and ſatisfied, at, &c. to the ſaid *T.* his Executors or Adminiſtrators, all and every ſuch Debt or Debts, in the ſaid Schedule expreſſed, which he the ſaid *W.* his Executors or Adminiſtrators, ſhall ſo releaſe or diſcharge as aforeſaid, without any manner of fraud or covin. And the

the said *W.L.* for him, his Executors and Administrators, covenanteth and granteth to and with the said *T.H.* his Executors and Assigns by these Presents, That he the said *W. I.* his Executors or Administrators, shall and will well and truly content and satisfie to, and among the Creditors of the said *W.* and *T.* in respect of their said Copartnership, or joynt occupying the sum of 743 l. 4 s. of lawful money of, of, &c. toward the payment and satisfaction of such Debts and sums of money, as to the said Creditors are due, and owing out of, or in respect of the said partable stock, Copartnership, or joynt Occupying. **And also** the said *T. H.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *W.L.* his Executors, Administrators and Assigns by these Presents, that he the said *T.* his Executors or Administrators, shall and will well and truly content and satisfie to and among the said Creditors, towards the payment and satisfaction of such Debts and Sums of money as to the said Creditors are due and owing out of, or in respect of the said partable stock, &c. the sum of 492 l. 18 s. of, &c. in form following, *viz.* 400 l. thereof out of the first Receipts by him the said *T.* his Executors or Assigns, of the Debts in the Schedule expressed, if so much may be levied, gathered, and had in and before the first day of, &c. next ensuing. And in default thereof, then the same Sum of 400 *l.* to be paid at, or before the last day of, &c. next coming at the farthest, and 92 *l.* 10 s. residue, and in full payment of the said Sum of 492 l. 18 s. at or before the Feast of, &c. next ensuing the date of these presents. **And** it is also concluded and agreed, by and between the said parties to these presents, and each of the said parties, severally for him, his Heirs, Executors and Administrators, covenanteth and granteth to and with the other of them, his Executors and Administrators by these Presents, That if any privy Debt, Charge, or cause of Action, be growing or depending, by reason or occasion of the said Copartnership unto the which the said Copartners are of right lyable and subject unto, other than, and except, such known Debts as are specified or mentioned to be owing in their common Book, that then, and in all such Cases, such of the said parties to these presents in whose default, or by whose act or procurement, such Debt or Charge hath grown, shall **within** time convenient, satisfie and pay the same, and thereof discharge **and save harmless** the other of the said parties, his Executors and Administrators. **And moreover** it is agreed, That if any manner of variance, or cause of **Suit**, at any time or times hereafter do or shall happen to grow, arise, or be given between the parties, or the Executors or Administrators of them, or of either of them, by, for, or upon any Covenant, Matter, or Thing, in these Presents expressed or mentioned, or of, for, upon, or in respect of the said Copartnership, or joynt occupying in any wise, that then and so often the party in that behalf grieved, shall thereof make Declaration to *T. N.* Grocer, and *I. C.* Clothw. Cit. of *L.* unto whose Order and Judgment for and touching the Premisses, or any part thereof, from time to time, the said parties, and either of them, for their several parts, and for their several Executors and Administrators, do wholly submit themselves by these presents, so always as their Order and Judgment be thereof, or of any part or parts thereof, made and given up

One of the parties to pay a certain sum toward payment of their Debts.

The other party to pay a certain sum towards the Debts.

If any privy debt or charge be, the same to be paid by whom the same grew.

If any controversie arise between the parties, the same to be ordered by men now nominated.

up in Writing indented under their Hands and Seals, within three months next after ſuch Declaration to them made as aforeſaid, and that during ſuch three months, from time to time, or at any time, neither of the ſaid parties, their Executors or Adminiſtrators, ſhall not directly or indirectly, bring or purſue any Suit or Action againſt the other of them touching the Premiſſes. And they the ſaid parties, and their ſeveral Executors and Adminiſtrators, on their ſeveral parts and behalfs, every of them for his own part, ſhall ſtand to, obey, abide, and perform all and every ſuch Order and Judgment as the ſaid *T. N.* and *I. C.* ſhall within ſuch time as aforeſaid, make and give up as aforeſaid, for and touching the Premiſſes, or any part thereof. In Witneſs, &c.

A Relinquiſhment of a Mans Eſtate in a Copartnerſhip.

THis Indenture made, &c. between *A. B.* of the one part, and *C. D.* and *E. F.* of the other part: Witneſſeth, That whereas the ſaid *A. B. C. D.* and *E. F.* together with one *L. M.* have heretofore dealt together as Copartners in the Trade of Merchandizes, as well on this ſide the Seas, as in the parts beyond the Seas; and by their Trading together, many Goods, Wares, and Debts are come and grown unto them both here in *England*, and in the parts beyond the Seas; wherein every one of them hath an intereſt according to their Agreement made between them; And likewiſe they the ſaid Parties are become indebted to divers other perſons in divers Sums of Money concerning their Traffiques aforeſaid. And whereas alſo the ſaid *A. B.* upon good Conſiderations him moving, and eſpecially for and in Conſideration of a certain competent Sum of Money to him in hand, at or before the enſealing hereof, by the above named *C. D.* and *E. F.* paid, whereof and wherewith he the ſaid *A. B.* acknowledgeth himſelf to be well and truly ſatisfied and contented by theſe Preſents, is contented and agreed, and by theſe preſents doth conſent and agree to ſever himſelf from the Trading and Dealing together with the ſaid *C. D. E. F.* and *L. M.* And alſo doth by theſe preſents, for the Conſiderations aforeſaid, Grant, Aſſign, and ſet over, unto the ſaid *C. D.* and *E. F.* all ſuch Right, Title, Property and Intereſt whatſoever, which he the ſaid *A. B.* hath, ſhould, or ought to have of, in, and to all and ſingular ſuch Goods, Wares, Merchandizes, and Debts as be mentioned and expreſſed, in and by the Ballance of an Accompt, ſubſcribed with the hand of the ſaid *A. B.* bearing date the 10th day of *I.* now laſt paſt, and delivered to the ſaid *C. D.* and *E. F.* And the ſaid *A. B.* for him, his Heirs, Executors, and Adminiſtrators, doth Covenant, Promiſe and Grant to and with the ſaid *C. D.* and *E. F.* and either of them, their Executors and Adminiſtrators, by theſe preſents, in manner and form, &c. That the ſaid Accompt according to the Tenor of the foreſaid Ballance thereof, is juſt and true. And that he the ſaid *A. B.* at any time heretofore hath not received, releaſed or diſcharged; Nor that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, at any

Nott, that the ſaid L. hath already relinquiſhed.

time hereafter ſhall receive, releaſe, acquit, or diſcharge any of the Goods or Debts mentioned in the ſaid Accompt, nor any part thereof, nor ſhall do any Act, Deed or Thing to let or hinder the ſaid *C. D.* and *E. F.* or either of them, of or in the having, recovering, receiving, or enjoying of the ſame, or any of them, or any part thereof, without the Conſent and Agreement of the ſaid *C. D.* and *E. F.* their Executors and Aſſigns in Writing firſt had and obtained in that behalf: But ſhall and will permit and ſuffer the ſaid *C. D.* and *E. F.* their Executors or Aſſigns, to have, take, recover, receive and enjoy to their own proper uſe, the ſame Goods and Debts, and every of them, and every part thereof, without any Accompt to be yielded or made for the ſame, or any part thereof, to the ſaid *A. B.* his Executors or Adminiſtrators. And that the ſaid *A. B.* ſhall and will (if need require) upon reaſonable requeſt to him made by the ſaid *C. D.* and *E. F.* or either of them, their Executors or Aſſigns, further and help them in the recovery and obtaining of the ſaid Goods and Debts at the Coſts and Charges of the ſaid *C. D.* and *E. F.* their Executors and Aſſigns. And the ſaid *C. D.* and *E. F.* for them, and either of them, and for the Executors, Adminiſtrators, and Aſſigns of them, and either of them, do Covenant, Promiſe, and Grant, to and with the ſaid *A. B.* his Executors and Adminiſtrators by theſe Preſents, That they the ſaid *C. D.* and *E. F.* their Heirs, Executors, and Adminiſtrators, ſhall and will, at all times hereafter, content and ſatisfie the Creditor, to whom the ſaid *A. B.* ſtandeth any manner of ways diſcharged or indebted, for and concerning any as well of the affairs and dealings mentioned and contained in the ſaid Accompt, as well owing on this ſide the Seas, as in the parts beyond the Seas, and of and for the ſame, and every of them, as alſo of and for ſuch part and portions as doth appertain to the ſaid *L. M.* and of and for all Accompts, Actions, Suits, and Demands concerning the ſaid *L. M.* in the Accompts and Affairs aforeſaid, ſhall and will at all times hereafter ſave and keep harmleſs the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe Preſents. In Witneſs, *&c.*

PETI-

PETITIONS.

To be admitted in forma pauperis.

To the Attorney of the Dutchy.

HVmbly Sheweth, your poor Suppliant *I.B.* of *S.* in the County of *L.* Husb. That Whereas your Petitioner hath juſt cauſe of Suit againſt *R.B.* of *C.* in the ſaid County, who not only unjuſtly detaineth and withholdeth from your Petitioner five Cloſes, parcel of his Tenement, heretofore demiſed to him by Leaſe by the Right Honourable *W.* Earl of *D.* contrary to all Right and Equity: But alſo doth divers ways vex, moleſt, and diſturb your Petitioner by *Supplicavit* and otherwiſe, and thereby hath ſo impoveriſhed your Petitioner, that he is not able to proſecute his juſt Suit againſt him, being not worth 5 l. as he will make Oath, beſides the Eſtate now in Queſtion: May it therefore pleaſe your Worſhip to admit your Petitioner to ſue in His Majeſties Court of the *Dutchy*-Chamber at *Weſtminſter*, *in forma Pauperis*: And to aſſign him ſuch Councel and Attorney as to your Worſhip ſhall ſeem good. *And your Petitioner ſhall pray.*

A Petition to the King, for a Pardon for Homicide by Chance-Medley.

To the Kings Moſt Excellent Majeſty:

IN moſt humble manner Sheweth unto Your Majeſty Your Graces poor diſtreſſed Subject, *I.P.* Wife of *E.P.* of *M.* in your Majeſties County of *C.* Husb. That whereas by occaſion of a ſudden Variance and Affray made between Your Majeſties ſaid poor Subjects Husband, and one *I.B.* his Neighbour; it fell out, that the ſaid *I. B.* not long after died: By means whereof, Your Graces ſaid poor Subjects Husband by the Coroners Inqueſt is lately Indicted of *Man-ſlaughter* by *Chance-medley*. And for that Your ſaid poor

diſtreſſed Subjects Husband hath four poor little Children, and never was reputed to be any Quarreller or Peace-breaker before this time, and is now Arreſted and in Priſon, and muſt receive his Tryal at the next Aſſizes to be holden at *C.* at *Michaelmas* next; And being an ignorant Lay-man, is not capable of the benefit of your Majeſties Laws for his diſcharge, but ſtandeth at your Majeſties moſt gracious Mercy and Pity for his life. It may pleaſe your Majeſty for Gods cauſe to grant unto your Majeſties ſaid poor Subjects Husband, Your Highneſs moſt gracious and free Pardon for his Offence. And your ſaid poor diſtreſſed Subject, her poor Children and Husband ſhall never ceaſe to pray unto Almighty God for your Majeſties moſt Gracious Reign long to be continued over us.

The Juſtices of the Peace Certificate in this behalf.

WE your Majeſties faithful Subjects, Juſtices of the Peace within your Graces County of *C.* whoſe Names are here under ſubſcribed, upon the requeſt of the above named *I.P.* do humbly Certifie your gracious Majeſty, That we have known the ſaid *I. P.* for the ſpace of many years, and we have not heard or known any thing to the contrary, but that he hath been a very quiet and peaceable man among his Neighbours, Saving for this one Offence. And alſo, That we find him very ſorrowful and penitent for his Offence and Fault. The conſideration whereof we humbly commend to your Majeſties moſt Gracious Goodneſs and Pitiful Clemency; praying to Almighty God for your Majeſties long and happy Reign over us.

The Kings Anſwer.

LET the Judges of Aſſize put their hands to this Petition as Juſtices of the Peace: And then let a Pardon be drawn as is deſired.

PRE-

PRESENTATIONS.

A Preſentation.

TO all Perſons who have or ſhall have ſufficient Authority of power in this behalf; *I.H.* Eſquire, the true and undoubted Patron of the Pariſh Church of *C.* in the County of *D.* ſendeth Greeting. I preſent *G.B.* Clerk of the Rectory of *C.* in the County of *D.* now void by the death of the laſt Incumbent there, and to my Preſentation of full Right belonging, requiring you forthwith to admit the ſaid *G. B.* to the Rectory of *C.* aforeſaid, and that you truly and lawfully inſtitute him Rector there; and that likewiſe you inveſt him with all his Rights, Members, and Appurtenances whatſoever, and that you do, perform, fulfill, and accompliſh, all and every the ſingular acts which the Office obligeth you to diſcharge herein. In Witneſs, &c.

The form of a Preſentation made by a Knight or Gentleman.

REverendo in Chriſto Patri, &c. R.B. *Miles, verus & indubitatus Patronus Rectoriæ Eccleſiæ Parochialis de* N. *ſalutem in Domino ſempiternam: Ad Eccleſiam de* N. *prædict. veſtræ Dioc. modo per mortem* C.D. *ultimi Incumbentis ibidem vacantem, & ad meam Præſentationem pleno jure ſpectantem, dilecto mihi in Chriſto* J. P. *Clericum veſtræ paternitati præſento, humiliter rogans quatenus præfatum* J. *ad dictam Eccleſiam admittere, ipſumque in Rector. ejuſd. Eccleſiæ inſtituere & induci facere cum ſuis juribus & pertinentiis univerſis, ceteraque peragere & adimplere quæ veſtro in hac parte incumbent officio Paſtorali dignemini cum favore. In cujus rei teſtimonium ſigillum meum apposui. Dat.* &c.

A Preſentation to a Parſonage or Vicarage by a Maſter of an Hoſpital and his Brethren, or by a Dean and Chapter, or ſuch other.

REverendo in Chriſto Patri Domino, Domino N. *permiſſione divina Coventrien. & Lichfield. Epiſcopo, ejuſve Vicario in ſpiritualibus generali, veſter humilis & devotus frater* T. R. *Magiſter Hoſpitalis* N. *& ejuſdem confratres, ſive Decanus Collegii de* N. *& Capitulum ejuſdem, &c. Lincoln. Dioc. omnimodam Reverent. tanto Patri debitam. Ad perpetuam Vicariam Eccleſiæ Parochialis de* N. *veſtræ Dioc. jam per mortem* C. D. *ultimi Vicarii ejuſdem vacantem, ad noſtramque præſentation. pleno jure ſpectantem, dilectum nobis in Chriſto Johannem* B. *Sacræ Theologiæ profeſſorem paternitati veſtræ præſentamus, humiliter ſupplicantes, ut præfat. Johann. ad vicariam admittere, ipſumque in eadem Canonice inſtituere, cæteraque peragere, quæ in hac parte veſtro Paſtorali incumbent officio, dignemini cum favore. In cujus rei teſtimonium ſigill. noſtrum commune præſentibus eſt appenſum. Dat. &c.*

PROVISOES.

Power to make Leaſes.

PRovided always, and nevertheleſs it is covenanted, granted, condeſcended, and fully agreed by and between the ſaid parties to theſe preſents; That all and every Leaſe and Leaſes, Demiſe and Demiſes, Grant or Grants, to be had or made by the ſaid *A.B.* during his natural life, by his Deed or Deeds indented to be made betwixt him the ſaid *A.B.* of the one part, and any other perſon or perſons of the other part, the one part whereof to be ſigned and ſealed with the hand and ſeal of the ſaid *A.B.* of the ſaid Mannors, &c. or of any of them, or of any part or parcel thereof, for term of year or years, life or lives, whereupon the old and accuſtomed yearly Rent or Rents of the ſaid Mannors, &c. ſo to be demiſed, or more, ſhall be reſerved and yearly payable, during ſuch Leaſe or Leaſes ſo to be made, ſhall be good, ſure, effectual, and available in Law, for and during the ſaid Terms. And that all and every perſon and perſons unto whom ſuch Leaſe or Leaſes ſhall be made, their Executors and Aſſigns, ſhall or may peaceably and quietly have, hold, occupy, and enjoy, the Lands, Tenements, and Hereditaments, with their Appurtenances, ſo to them or any of them to be granted, demiſed, or letten, according to the effect and true meaning of his and their ſaid Leaſes and Grants. And that the ſaid *C. D.* &c. their Heirs, and every other perſon and perſons, and his and their Heirs as ſhall be

be then ſeiſed of ſuch of the Premiſſes as ſhall be ſo demiſed or granted from time to time, ſhall ſtand and be ſeiſed of, and in ſuch part and parts of the Premiſſes, which ſhall fortune to be ſo letten, demiſed, or granted, as aforeſaid is mentioned: And the Conveyance and Aſſurance ſo to be made as is aforeſaid, ſhall be, and be taken to be, to the uſe and behoof of ſuch Leſſee and Leſſees, Grantee and Grantees, their Executors, Adminiſtrators, and Aſſigns, for and during ſuch Terms and Intereſts as ſhall be ſo had or made; to any ſuch perſon and perſons by the ſaid *A. B.* according to the true intent and meaning of theſe preſent Indentures, &c.

A Proviſo to grant any part of the Lands for Wives Joynture, preferment of Children, or Leaſes for years, or lives.

PRovided always, &c. That it ſhall and may be lawful to and for the ſaid *A.B.* at all times, and from time to time during his life, as well to grant, convey, and aſſure the Premiſſes, and every, or any part or parcel thereof, to any perſon or perſons whatſoever, to and for the Joynture and Joyntures of any lawful Wife or Wives of the ſaid *A.B.* or to or for the preferment and advancement of any Son or Sons, Daughter or Daughters of the ſaid *A. B.* for and during ſuch Eſtate and Eſtates, Term and Terms, and in ſuch manner and form, as ſhall ſeem good to the ſaid *A.B.* And alſo to grant, leaſe, and demiſe the Premiſſes, and every or any part thereof, to any perſon or perſons whatſoever, for life or lives, year or years, or otherwiſe: And that the ſaid Recovery ſhall be, and the Recoverers and their Heirs, and the Survivors and Survivor of them and their Heirs, ſhall ſtand and be ſeiſed of and in ſo much of the Premiſſes, as ſhall be ſo granted, conveyed, aſſured, leaſed, or demiſed by the ſaid *A.B.* to ſuch uſes, intents, and purpoſes, and for and during ſuch Eſtate and Eſtates, and under ſuch Conditions, Limitations and Determinations, as the ſame ſhall be ſo limited, declared, and appointed unto, by the ſaid *A.B.* &c.

A Proviſo for liberty to the Son and Heir to make Joyntures, grant Annuities, and aſſign Lands for raiſing Daughters Portions, and that the Son ſhall not impeach any Act done by the Father.

PRovided, &c. That after the deceaſe of the ſaid *A. B.* it ſhall and may be lawful for the ſaid *C. D.* during his life, as well to convey and aſſure any part or parcel of the Premiſſes, not exceeding the ancient value of, &c. by the year, above all Charges and Repriſes (the Capital Meſſuage, &c. always excepted and forepriſed) to any perſon or perſons whatſoever, for the

term

term of the natural life only of any the lawful Wife of the ſaid *C.D.* (without any the Remainder over and diſpuniſhable of Waſt) to and for the Joynture of ſuch his lawful Wife. And likewiſe to convey and aſſure any part or parcel of the Premiſſes, not exceeding the ancient Rent and value of, &c. above all Charges and Repriſes (except before excepted) to any of the younger Son or Sons of the ſaid *C. D.* (without any Remainder over, and not diſpuniſhable of Waſt.) And alſo to grant, aſſure and convey any part or parcel of the Premiſſes; (except before excepted) to any perſon or perſons whatſoever, for and during ſo many years as the Sums of, &c. ſhall or may be levied, raiſed, had, or taken, of the Rents, Iſſues, and Profits thereof, to the uſe of the Daughter, or Daughters of the Body of the ſaid *C.D.* lawfully to be begotten, to and for their preferment and advancement in Marriage: And that the ſaid Recovery ſhall be, and the ſaid Recoverers and their Heirs, and the Survivors and Survivor of them and their Heirs, and all and every other perſon and perſons, that ſhall have any Eſtate of Freehold or Inheritance, of, in, or to the Premiſſes, or any part thereof, ſhall ſtand and be ſeized of and in ſuch part and parcel of the Premiſſes as ſhall be granted, aſſured or conveyed by the ſaid *C.D.* for ſuch intents and purpoſes, and in manner and form aforeſaid, to ſuch uſes and intents as the ſame ſhall be limited, declared, or appointed unto by the ſaid *C. D.* ſo that his ſaid declaration, limitation, and appointment thereof, be according to the purport, true meaning, and intent of this Proviſo, and not otherwiſe. And ſo always that any Joynture or Joyntures, Leaſe or Leaſes, Eſtate or Eſtates made by the ſaid *A.B.* in his life time, ſhall not in any wiſe be impaired, troubled, or hurt, by any ſuch Grant, Conveyance, or Aſſurance, ſo to be made by the ſaid *C. D.* &c.

That the Heir may make all Leaſes, ſo that the ſame may not impair any Eſtate made by the Father.

PRovided, &c. That it ſhall and may be lawful to and for the ſaid *C. D.* from time to time, and at all times, from and after the death of the ſaid *A.B.* to leaſe and demiſe the Premiſſes, and every or any part or parcel thereof, (except, &c.) to any perſon or perſons whatſoever, for and during ſuch Eſtates only, and in ſuch manner and form, quality, condition, and degree, to all intents and purpoſes, as Tenant in Tail is enabled to do, by the Statute made in the 32 year of the Reign of the late King *H.* 8. and not otherwiſe; So always as thereby any Joynture or Joyntures, Leaſe or Leaſes, Eſtate or Eſtates, made or to be made by the ſaid *A. B.* ſhall not in any wiſe be troubled, hurt, or impaired: And that from and after ſuch Demiſes and Leaſes ſo to be made by the ſaid *C. D.* the ſaid Recovery ſhall be, and that the ſaid Recoverers and their Heirs, and the Heirs of the Survivor of them, ſhall ſtand and be ſeized of and in ſuch part, and ſo much of the Premiſſes as ſhall be ſo leaſed or demiſed by the ſaid *C. D.* to the uſe and behoof of ſuch

Leſſee

Leſſee and Leſſees, according to the form and effect of the ſaid Leaſe and Leaſes, ſo long as the ſaid Leſſee and Leſſees ſhall at all times well and truly pay, ſatisfie, and do, to ſuch perſons as ſhall for the time being, have the immediate Reverſion or Remainder of the Premiſſes to be leaſed and demiſed, all Rents, Duties, Payments, and Services whatſoever, reſerved, limited, or appointed to be paid or done, nor by any ſuch Leaſe or Leaſes, and ſo long as any ſuch Leſſee or Leſſees ſhall not commit or do any wilful Waſt in or upon the Premiſſes ſo to be leaſed or demiſed, and after, to the uſes, intents, in theſe preſent Indentures expreſſed and declared, in ſuch manner, form, order and degree, as they be before expreſſed, limited, and appointed, &c.

For liberty to make Leaſes, with ſome difference from the former.

PRovided nevertheleſs, and the uſe, intent, and purpoſe of theſe preſents, and of the ſaid intended Fine and Fines, Conveyance and Conveyances is, and ſo hereafter ſhall be, and may be taken to be; That it ſhall and may be lawful, to and for the ſaid *A.* and K. at any time or times during their joynt lives, by their Deed or Deeds; as alſo to and for the ſaid K. after the death of the ſaid *A.* at any time or times during her life, by her Deed or Deeds, to demiſe, leaſe, or limit the uſe of ſuch the Tenements or Hereditaments, parcel of the ſaid Premiſſes, which within the ſpace of ſeven years now laſt paſt, have been uſually letten or enjoyed in Farm, to or by any perſon or perſons. To have and to hold, for and during the term of three lives, or under, in Poſſeſſion and not in Reverſion, or for and during the term of 21 years, or under, from the making, or from the day of the making thereof, in Poſſeſſion, and not in Reverſion. And it is agreed, That the ſaid intended Fine and Fines, Conveyance and Conveyances before covenanted, or agreed to be hereafter had or made, ſhall enure and be, and ſhall be conſtrued and taken, ſeverally and reſpectively, to make good and effectual all and every ſuch Leaſe, Leaſes, and Limitation of Uſes, according to the ſeveral Tenors thereof, for and during ſuch only time and terms, to be reſpectively compriſed in or by ſuch Leaſe, Leaſes, or Limitation of Uſes, and ſo that thereby, or thereupon, the yearly Rents, Boons, and Services which have been uſually and yearly within the ſpace of Seven years now laſt paſt, yielded or done for ſuch Tenements and Hereditaments which ſhall ſo happen to be leaſed, demiſed, or limited in uſe, be reſerved or agreed on, in, or by ſuch Deed or Deeds, to be and continue, during ſuch term and terms ſo to be demiſed or limited in uſe as aforeſaid, yearly due and payable, after the deceaſe of the ſaid *A.* and K. unto ſuch perſon and perſons, for the time then being, as ſhall then be Owner or Owners of the immediate Reverſion or Remainder, for the time being, of ſuch the ſaid Lands, Tenements, and Hereditaments ſo to be demiſed or limited in uſe, and ſo that ſuch Lands and Tenements ſo to be demiſed or limited in uſe, ſhall and do, during the continuance

tinuance of ſuch ſaid ſeveral Terms, contain, and be, upon reaſonable Requeſt in that behalf, ſufficient overt, and lyable to the Diſtreſs and Diſtreſſes of every ſuch perſon and perſons, for the time being, ſo having the immediate Reverſion or Remainder of ſuch ſaid Lands, Tenements and Hereditaments, ſo to be demiſed or limited in uſe as aforeſaid, for all and every the Arrearages of the ſame Rents and Services which ſhall happen in any wiſe to be unpaid, &c.

A Proviſo of Revocation in the ſame Deed.

PRovided nevertheleſs, and it is agreed, That if either the ſaid *A. R.* and *K.* his Wife, at any time during their joynt lives, or the ſaid *K.* after the deceaſe of the ſaid *A.* and during her then Widowhood, ſhe the ſaid *K.* not having then concluded of, or fully determined, to marry with any other perſon, ſhall or do tender or pay in the preſence of three Witneſſes, unto the ſaid *A. B.* and *C. D.* or to the Survivor of them or to any of them, or to their or any of their Heirs, the full ſum of 10 s. at the leaſt, of good and lawful money of *England*, of, or with intent or purpoſe, to revoke, make fruſtrate or void, all or any the uſes aforeſaid, ſo limited in or by theſe preſents, unto all or any the Son or Sons, Daughter or Daughters of the ſaid *A.* and *K.* begotten or to be begotten, formerly in or by theſe preſents, in any wiſe had or made, mentioned or ſpecified, and ſhall and do thereupon at any time within ſix months next following, after ſuch tender or payment by their joynt Deed or Writing under their Hands and Seals, during their joynt lives, or by the Deed or Writing of the ſaid K. under Hand and Seal, during ſuch her Widowhood as aforeſaid, reſpectively publiſh, ſignifie, or declare their or her intention and purpoſe, for the revoking, making fruſtrate or void, all or any ſuch the Uſe or Uſes as aforeſaid, ſo limited in or by theſe preſents, unto all or any the Son or Sons, Daughter or Daughters of the ſaid *A.* and K. begotten or to be begotten, that then and from thenceforth all and every ſuch Uſe and Uſes, as ſhall be ſo ſignified, publiſhed, and declared to be intended or meant to be revoked and made fruſtrate. And all and every the Eſtate and Eſtates thereby, or by means thereof, raiſed, had or made, ſhall abſolutely ceaſe, be fruſtrate and void, as if the ſame Uſe or Uſes had never been limited, mentioned, or agreed upon, in or by theſe preſent Indentures, or otherwiſe, any limitation of Uſes in or by theſe preſents, or any other matter or thing whatſoever, to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

DAVENPORT.

Pro-

PROVISOES.

PRovided always, and it is fully agreed, teſtified and declared by and between the ſaid parties to theſe preſents, and every of them, that it ſhall and may be lawful to and for the ſaid *I. C.* at any time during his life, by, and according to the true intent and meaning of theſe preſents, at his will and pleaſure to demiſe and let the Premiſſes, or any part thereof, for ſuch terms, And with and under ſuch Conditions, Rents and Reſervations, and in ſuch manner and form to all intents and purpoſes, as Tenant in tail may lawfully do, or is enabled or permitted to do, by the Statute made in the 32 year of the late King *Henry* the 8*th*, and for any term of years determinable upon one life, two, or three lives, with and under ſuch Reſervations and Rents, and in ſuch manner and form, to all other intents and purpoſes, as is limited by the ſaid Statute. And that the ſaid Recovery and Recoveries, and Aſſurances, and every of them, ſhall be and enure, and the Recoveries and Parties thereunto, and their Heirs, ſhall ſtand and be ſeized of, and for, and concerning the Premiſſes ſo to be demiſed or letten, to the uſe of ſuch perſon or perſons, to whom any ſuch Leaſe or Leaſes ſhall be ſo made, and of his or their Executors, Adminiſtrators, and Aſſigns, during the ſeveral continuances of the ſaid Leaſes, and according to the true intent and meaning of the ſame Leaſes, and of, for, and concerning the Reverſion and the Reverſions depending upon the ſame Leaſes, and the Rents and Services thereby reſerved, and of the ſaid Lands and Premiſſes ſo to be demiſed and letten after the ſeveral ends, determinations, and becoming void of the ſame Leaſes, as they ſhall ſeverally end and determine, to ſuch and the ſame uſes, intents, and purpoſes as the ſame Premiſſes ſo to be demiſed or letten, ſhould or ought to have been, if no ſuch Leaſe or Leaſes had been had or made. *Power to make Leaſes.*

Provided alſo, And it is further agreed, teſtified, and declared, by and between the ſaid parties, to theſe preſents, and every of them; that it ſhall and may be lawful, to and for the ſaid *I.C.* the Father, at any time or times, and from time to time, during his life, and after his deceaſe, to and for every other perſon, who ſhall have the immediate Freehold of the Premiſſes, by or according to the true intent and meaning of theſe preſents, at his and their will and pleaſure, by any Writing to be ſealed with the Seal, and ſubſcribed with the name of the ſaid *I.C.* the Father, or of the ſaid perſon, having the immediate Freehold of the Premiſſes (as is aforeſaid) to grant, limit, or appoint the ſaid Manor of *P.* and all the Premiſſes in *W.* aforeſaid, or any part thereof, for a Joynture to any Wife of the ſaid *I. C.* the Father, or of the ſaid perſon, having the immediate Freehold of the Premiſſes as is aforeſaid, or of the then eldeſt Son of any of the ſaid perſons, ſo having the immediate Freehold of the Premiſſes; or to any Woman whom the ſaid *I.C.* the Father, or any perſon ſo having the immediate Freehold of the Premiſſes as is aforeſaid, or any ſuch eldeſt Son as is aforeſaid, ſhall afterwards marry, and take to Wife, for the *Power to make Joynturs.*

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term of the life of ſuch Wife or Woman: And that the ſaid Recovery and Aſſurances, and every of them, ſhall be and enure, and the Recoverers and Parties thereunto, and their Heirs, from and after every ſuch Grant, Limitation, or Appointment, ſhall ſtand and be ſeized of and in the Premiſſes ſo to be granted, limited, or appointed; to the uſe of ſuch Woman or Wife as is aforeſaid, for the term of her life; And from and after her deceaſe, to ſuch and the ſame uſes, intents, and purpoſes, as the ſame Premiſſes ſo to be granted, limited, or appointed, ſhould or ought to have been, if no ſuch Grant, Limitation, or Appointment had been had or made. Provided alſo, and it is fully agreed, teſtified, and declared, by and between the ſaid parties to theſe preſents, and to every of them, that it ſhall and may be lawful, to and for the ſaid *I. C.* the Son, after the death of *I. C.* the Father, at any time or times, and from time to time, during his life; and after his deceaſe, to and for every other perſon, who ſhall have the immediate Freehold of the ſaid Mannors and Premiſſes, according to the ſame intent and meaning of theſe preſents, at his and their will and pleaſure, by any Writing to be ſealed with the Seal, and ſubſcribed with the name of the ſaid *I. C.* the Son, or of the ſaid perſon, having the immediate Freehold of the Premiſſes, as is aforeſaid, in the preſence of two or more credible Witneſſes, or by his and their laſt Will and Teſtament in Writing, to be ſealed and ſubſcribed, as aforeſaid; to appoint, limit, give, or deviſe, all or any part of ſuch and ſo much of the ſaid Mannors and Premiſſes, as he or they, or ſuch of them, ſo making ſuch Deed or laſt Will, ſhall then be ſeized of an Eſtate of Freehold or Intail as before is expreſſed, to or for every, or to or for any of the younger Son or Sons of them, or any of them, as to ſuch perſon ſo making ſuch Deed, or laſt Will, ſhall be thought meet or convenient, other than the ſaid Mannors of *Dale*, for the better livelihood, maintenance, education, and preferment, of ſuch younger Son or Sons, or to any other perſon or perſons, to the uſe and uſes of ſuch younger Son or Sons, for and during the term of the natural life or lives of ſuch younger Son and Sons only, and not for any longer time or term. And ſo that the ſame Premiſſes, or ſuch part thereof, as ſhall be ſo deviſed, granted, limited, or appointed, be not of, or do not exceed and amount in yearly Revenues, Profits and Rent, by the year, for every, or any ſuch younger Son or Sons, or any of them, to whom or whoſe uſe ſuch Deviſe, Limitation, or Appointment, or to be made to ſuch younger Son or Sons as is aforeſaid, ſeverally to every, or any ſuch ſaid Son or Sons, and not joyntly one with another: And ſo that every ſuch Gift, Deviſe, Limitation, or Appointment, ſo to be made to ſuch younger Son or Sons as aforeſaid, and the Eſtate ſo thereof and therein to be given, granted, deviſed, limited, or appointed, ſhall expire and end upon the death of ſuch ſaid younger Son only, as to whom or whoſe uſe ſuch ſaid Grant, Deviſe, Limitation, or Appointment, ſhall be ſo made as is aforeſaid, and ſo as ſuch, and every or any ſuch Gift, Demiſe, Limitation, or Appointment, for ſuch ſaid younger Son or Sons as aforeſaid, be not made without Impeachment of Waſt, by any ſpecial Covenant, Clauſe or matter for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will. And ſo as alſo the ſaid Deviſe, Limitation, or Appointment, ſhall be no Incumbrance

Power to make proviſions for younger Sons.

brance of ſuch part of the Mannors and Premiſſes, as ſhall be granted or ſetled for the Joynture of any Woman or Women as aforeſaid, or that ſhall be deviſed or leaſed, according to the form and effect of theſe preſents, or otherwiſe conveyed and aſſured in Leaſe as before is mentioned. Provided alſo, And it is likewiſe fully covenanted, granted, concluded, condeſcended unto, limited, and agreed, by and between the ſaid parties, to theſe preſent Indentures, for them and their Heirs, That if it ſhall happen or fortune, at any time or times hereafter, the ſaid *I. C.* the Son, or any perſon having the immediate Freehold of the Premiſſes as is aforeſaid, having Iſſue one or more Daughter or Daughters, of his or their Bodies lawfully begotten, and which at the time of the death of the ſaid *I. C.* the Son, or of the ſaid perſon, having the immediate Freehold of the Premiſſes as is aforeſaid, ſhall be unpreferred, or unadvanced in Marriage by their Father, as is aforeſaid; that it ſhall and may be lawful to and for the ſaid *I. C.* the Son, and ſuch perſon and perſons having the Freehold of the Premiſſes as is aforeſaid, in like manner, in or by his or their Deed or Deeds, indented by him or them, to be ſealed and ſubſcribed, in the preſence of two or more lawful Witneſſes, or in and by his or their laſt Will and Teſtament in Writing, by him and them to be ſealed and ſubſcribed, and in the preſence of two or more lawful Witneſſes, by him or them to be pronounced, or affirmed to be his or their Will, to appoint, limit, give, deviſe, and demiſe, ſuch and ſo much of the ſaid Mannors and Premiſſes, with the Appurtenances, whereof he or they, or ſuch of them, ſo making ſuch Deed or laſt Will, ſhall be then ſeized as is aforeſaid, to or for every, or any ſuch Daughter or Daughters of ſuch of them, as ſhall be ſo ſeized, as before is mentioned, and ſhall ſo make ſuch Deed or laſt Will as is aforeſaid, not exceeding the ancient Rent and yearly value of 50 *l.* by the year, or to any other perſon or perſons, to the uſe or uſes of ſuch Daughter or Daughters, for their, or any of their better livelihood, maintenance, education, and preferment in Marriage, for and during ſuch time and term, and until ſuch time, as ſuch ſaid Daughter or Daughters, or other perſon or perſons, to her, or their, or any of their uſes, to whom ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment, ſhall be ſo had or made, as is aforeſaid; or may, or without Fraud, Covin, or Concluſion, might have lawfully (of the Rent, Iſſues, and Profits yearly coming, growing, ariſing, or renewing of the ſaid Premiſſes, ſo to be given, granted, demiſed, deviſed, limited, or appointed, or of ſuch Fines, or other Caſualties, as ſhall or may without Frand or Covin be received, to or for the Occupation or enjoying thereof, or of any part thereof) received, perceived, and taken, all ſuch Sum and Sums of Money, as ſhall, or otherwiſe might ſuffice to content, ſatisfie, and pay unto one ſole Daughter, if there be no more (of him or them, which ſhall or may be the true meaning of this preſent Indenture, and of the uſes therein limited and appointed, make ſuch ſaid Gift, Grant, Demiſe, Deviſe, Limitation, and Appointment, at the time of his or their death, to be living, and not married, nor otherwiſe ſufficiently preferred as aforeſaid) the whole and juſt Sum of . . . . . pounds, of good and lawful Money of *England*, for and towards the Education, Livelihood, Maintenance, and preferment in Marriage,

Power to make proviſion for Daughters.

as

as is aforeſaid, of the ſame ſole and only Daughter; And if there happen to be more than one Daughter, then for and till ſuch time as ſuch ſaid Daughters, or ſuch other perſon or perſons, to whom any ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment, ſhall be ſo had or made, to the uſe of ſuch ſaid Daughter, or any of them, as is aforeſaid, ſhall or may, or without Fraud, Covin, or Colluſion, might have lawfully, (of the Rents, Iſſues, and Profits yearly growing, ariſing, or renewing, of, or in the ſaid Mannors and Premiſſes, ſo to be given, granted, demiſed, deviſed, limited, or appointed, for that purpoſe or intent) might ſuffice to content, ſatisfie, and pay unto ſuch Daughters of him or them which ſhall be, or may by the true meaning of theſe preſent Indentures, and of the uſes therein limited and appointed, make ſuch ſaid Grant, Deviſe, Demiſe, Limitation or Appointment, and having more than one Daughter at the time of his or their death to be living, and not married, or otherwiſe ſufficiently preferred, as is aforeſaid; That is to ſay, to either and every of them, the whole and juſt Sum of, &c. of lawful money of *England*, for and towards their and every of their Education, Livelyhood, Maintenance, and Preferment in Marriage, or otherwiſe, as is aforeſaid, ſo as the ſaid Gift, Deviſe, Limitation, or Appointment, be no incumbrance to or for any Lands, Tenements, or Hereditaments, to be demiſed, deviſed, or leaſed, or ſetled in Joynture to any Woman or Women, according to the form or effect of theſe preſents, for or concerning the ſame Deviſes, Leaſes, or Grants, or any of them. *Power of Revocation.* Provided alſo, and it is moreover fully agreed, teſtified, and declared by and between the ſaid parties to theſe Preſents, and every of them, That if the ſaid *I. C.* party to theſe preſents, ſhall at any time during his life, by any Writing to be by him ſealed with his ſeal, and ſubſcribed with his name, in the preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing to be ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent, to be to revoke, determine, or make void the Uſes or Eſtates in and by theſe preſents limited, of, for, or concerning the ſaid Mannor of *M.* in the ſaid County of *W.* or any part thereof; That then and from thenceforth the ſaid Uſes and Eſtates in or by theſe preſents limited, of, for, or concerning the ſaid Mannor of *T.* &c. and the ſaid Premiſſes in *R.* or of ſuch part thereof, of, for, or concerning the which, ſuch declaration or ſignification as is aforeſaid ſhall be made, (Saving and excepting all Leaſes and Demiſes to be made by and according to the intent and true meaning of theſe preſents) ſhall ceaſe and determine, and ſhall be utterly void and of none effect, And that then and from thenceforth the ſaid Recovery or Recoveries, and Aſſurances, ſhall be and enure, and the Recoverers and Recoverer, and parties thereunto, and their Heirs, ſhall from and after ſuch declaration or ſignification as is aforeſaid, ſtand and be ſeized of the laſt mentioned Mannors and Premiſſes, or of ſuch part thereof, whereof ſuch declaration or ſignification aforeſaid ſhall be made, to ſuch Uſes, Intents, and Purpoſes as the ſaid *I.C.* the Father ſhall in or by ſuch Writing, or laſt Will and Teſtament as is aforeſaid, (or by any other Writing or laſt Will to be ſealed as is aforeſaid & ſubſcribed) limit or declare. And for want of ſuch limitation or declaration, To the only uſe & behoof of the

the ſaid *I.C.* the Father, and to his Heirs for ever. Provided likewiſe, and it is alſo agreed, teſtified and declared, by and between the ſaid parties to theſe preſents, and every of them, That if the ſaid *I. C.* the Father, ſhall at any time during his life, by any ſuch Writing or laſt Will or Teſtament as is aforeſaid, to be ſo ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent, to be to revoke, determine, or make void the Uſes or Eſtates in and by theſe preſents limited, or for and concerning the whole Premiſſes, or any part thereof, and ſhall by the ſame Writing or laſt Will and Teſtament, or by any other Writing or laſt Will to be ſo ſealed and ſubſcribed as is aforeſaid, limit or declare the ſame Premiſſes, or ſuch part thereof, whereof ſuch Signification or Declaration as is aforeſaid ſhall be made, to be to the uſe of the ſaid *I.C.* the Father, for the term of his life, without Impeachment of or for any manner of Waſte, and with ſuch and the like power to him to make Leaſes and Joyntures as is aforeſaid; and from and after his deceaſe, To the uſe of the ſaid *I.C.* the Son, and of the Heirs-males of his body Iſſuing: And for default of ſuch Iſſue, to the uſe of the Heirs-males of the body of the ſaid *I. C.* the Father iſſuing: And for default of ſuch Iſſue, to the uſe of *A. B.* and the Heirs-males of his body iſſuing: And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *I. C.* the Father for ever: That then and from thenceforth the ſaid Uſes and Eſtates, firſt herein before limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch declaration or ſignification, as aforeſaid, ſhall be made, (Saving and accepting all Leaſes, Demiſes, & Joyntures, to be made, by and according to the true intent and meaning of theſe preſents) ſhall ceaſe and determine, and ſhall be utterly void and of none effect. And then, and from thenceforth, the ſaid Recovery and Recoveries ſhall be and enure: And the Recoverors or Recoveror, and parties thereunto, and their Heirs, ſhall from and after ſuch Declaration or Signification as is aforeſaid, ſtand and be ſeized of the ſaid whole Mannors and Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made, to the uſe of the ſaid *I. C.* the Father, for the term of his life, without Impeachment of or for any manner of Waſte: And with ſuch and the like power to him, to make Leaſes and Joyntures as is aforeſaid: and from and after his deceaſe, to the uſe of the ſaid *I.C.* the Son, and of the Heirs-males of his body iſſuing; and for default of ſuch Iſſue, to the uſe of the Heirs-males of the body of the ſaid *I.C.* the Father iſſuing: And for default of ſuch Iſſue, to the uſe of the ſaid *A. B.* and of the Heirs-males of his body iſſuing: And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *I.C.* the Father for ever. And moreover, it is provided, agreed, teſtified, and declared, by and between the ſaid parties to theſe preſents, and every of them, That if the ſaid *I.C.* the Father, ſhall at any time during his life, by any Writing to be by him ſealed with his ſeal, and ſubſcribed with his name, and conſent, ſubſcribed and ſealed by the ſaid or any 2 of the laſt named, in the preſence of 2 or more Witneſſes, ſhall declare or ſignifie his Will, Mind, or Intent to be, to revoke, determine, or make void the Uſes or Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or any part thereof, That then and from thenceforth the ſaid Uſes and Eſtates, in and by theſe preſents

A Power of Revocation.

Power to make void any Eſtate.

limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification as is aforeſaid ſhall be made (Saving and excepting all Leaſes, Demiſes, and Joyntures to be made, by or according to the intent and true meaning of theſe preſents) ſhall ceaſe, end, and determine, and ſhall be utterly void and of none effect. And that then and from thenceforth, the ſaid Recovery and Recoveries, and every of them, ſhall be and enure, and the ſaid Recoverors and Recoveror, and parties thereunto, and their Heirs, ſhall from and after ſuch Declaration or Signification, as is aforeſaid, ſtand and be ſeized of the ſaid whole Premiſſes, or of ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made, to ſuch uſes, intents and purpoſes as the ſaid *I. C.* the Father ſhall, in or by ſuch Writing as is laſt aforeſaid, or by any other Writing to be ſo ſealed and ſubſcribed as is laſt aforeſaid, limit or declare; and for want of ſuch limitation or declaration, to the only uſe and behoof of the ſaid *I.C.* the Father and his Heirs.

Proviſo to revoke if Iſſue-male dit.

Provided always, and it is further agreed, teſtified and declared by and between the ſaid Parties to theſe Preſents, and every of them, That if the ſaid *I.C.* the Father ſhall happen to over-live the ſaid *I. C.* the Son, and that there ſhall not be any Iſſue-male of the body of the ſaid *I.C.* the Son living, or in *ventre ſa mere*; Then if the ſaid *I C.* the Father ſhall at any time after ſuch dying of the ſaid *I.C.* the Son, without any Iſſue-male of his Body, by any Writing to be by him the ſaid *I. C.* the Father ſealed with his ſeal, and ſubſcribed with his name, in the preſence of two or more Witneſſes; or by his laſt Will and Teſtament in writing to be ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent to be, to revoke, determine, and make void the Uſes or Eſtates, in and by theſe preſents limited, of, for, and concerning the whole Premiſſes, or any part thereof; That then and from thenceforth the ſaid Uſes and Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made (Saving and Excepting all Leaſes, Demiſes, and Joyntures to be made according to the intent and true meaning of theſe Preſents) ſhall ceaſe, end, and determine, and ſhall be utterly void and of no effect. And that then, and from thenceforth, the ſaid Recovery and Recoveries, and every of them, ſhall be and enure; and the ſaid Recoverors and Parties thereunto, and their Heirs, ſhall from and after the Declaration and Signification (as is aforeſaid) ſtand and be ſeized of the ſaid whole Premiſſes, or of ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made, To ſuch uſes, intents, and purpoſes, as the ſaid *I.C.* the Father ſhall, in or by ſuch Writing as is aforeſaid, or by his laſt Will and Teſtament in writing, or by any other writing to be ſealed and ſubſcribed (as is aforeſaid) limit or declare: and for want of ſuch limitation or declaration, to the only uſe and behoof of the ſaid *I.C.* the Father and his Heirs.

A Proviſo *to make void a Leaſe for Non-Performance of Covenants.*

PRovided always, That if it ſhall happen the ſaid yearly Rent of 30 *l.* or any part thereof, to be behind and unpaid by the ſpace of 28 days next after any of the ſaid Feaſt-days, at which the ſame ought to be paid; Or that the ſaid demiſed Premiſſes, and every part thereof ſhall not be repaired, according to the Covenant in that behalf made: Or if the ſaid *A. B.* his Executors or Adminiſtrators, do or ſhall let the Premiſſes, or any part thereof, or ſhall Aſſign his whole Term, or any part thereof, without the licence of the ſaid *C. D.* his Heirs or Aſſigns, under his hand and their hand and ſeal; That then it ſhall and may be lawful, to and for the ſaid *C.D.* his Heirs and Aſſigns, into the demiſed Premiſſes to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in his or their former Eſtate; This Indenture or any thing therein contained, to the contrary thereof in any wiſe notwithſtanding.

Recoveries, Precipes, Warrants of Attorney, and Writs of Entry.

A Warrant of Attorney to confeſs a Judgment in the Kings-Bench.

To Mr. A. K. *or any other Attorney in the* Kings-Bench *Court.*

I Pray you appear, and file a Common-Bail for me *T.G.* in the ſaid Court of *Kings-Bench* at *W.* in *M.* Term next, and there confeſs or ſuffer a Judgment to paſs by Default againſt me the ſaid *T.G.* at the Suit of *W. I.* for a 100 *l.* Debt by Bond, with Coſts of Suit: And for ſo doing, this ſhall be your ſufficient Warrant, Dated the 10th Day of *Auguſt*, 1653.

A Warrant to confeſs a Judgment.

I Pray you appear for me *E. A.* this preſent *H.* Term, at the Suit of *I. B.* and file a Common-Bail in the *Kings-Bench* at *W.* at his Suit, and upon a Declaration of 800 *l.* Debt upon a Bond, to be put in againſt me at the Suit of the ſaid *I.B.* I pray confeſs the ſame by *Non ſum informatus*, or otherwiſe, ſo that Judgment may be preſently entred againſt me thereupon, and for ſo doing, this my Hand and Seal ſhall be your ſufficient Warrant, Dated the 28th day of *I. Anno Dom.* 1649.

Sealed and delivered
in the preſence of

A Warrant to acknowledg ſatisfaction.

Mr. *R. A.*

I Pray acknowledg ſatisfaction upon Record, for the Judgment which was entred in the *Kings-Bench* in *M.* Term, 17 *Car.* againſt *T. I.* Gentleman, at the Suit of me *R. T.* for 30 *l.* Debt, and 20 *s.* for Coſts of Suit, and this ſhall be your ſufficient diſcharge therefore, Witneſs my Hand and Seal this 10th day of *O.* 1644.

Sealed and delivered in the preſence of.

A Warrant to ſummon Witneſſes to appear to a Commiſſion.

BY virtue of his Majeſties Commiſſion to us and others directed out of his Highneſſes Court of Exchequer, for the examination of Witneſſes, in a Cauſe here depending between *R. W.* Plaintiff, and *C. D.* Defendant, Theſe are therefore to require you, and in his Majeſties name, ſtraightly to charge and command you, that you and every one of you, whoſe names are hereunder written, do perſonally appear before us, or any two of us, at *C.* within the County of *W.* at the Sign of, &c. upon the day of, &c. next enſuing the date hereof, to be examined upon ſuch Interrogatories, as then and there ſhall be adminiſtred on the part and behalf of the ſaid Plaintiff unto you, and hereof fail you not, as you and every of you will anſwer the contrary at your perils. Given under our Hands and Seals, the day of, &c.

A Letter ſent by Commiſſioners, to give notice to thoſe whom it concerns, when they will execute their Commiſſion, that they may attend.

WHereas a Commiſſion, iſſuing out of his Majeſties High Court of *Chancery*, is directed to Us, and others, to enquire upon the Statutes of 43 of Queen *Eliz.* concerning the miſimployment of Lands, Tenements, good Stocks of Money, &c. given, limited, or appointed to Charitable Uſes; Theſe are to give you, and every of you notice, that we intend to execute the ſaid Commiſſion, upon the day of, &c. next enſuing the date hereof, at *N.* by 8 of the Clock in the morning of the ſame day; to the end, that you,

or ſome of your Sollicitors and Attorneys, may attend his Majeſties Commiſſioners on that day, and give ſatisfaction, why you, or ſome of you, do detain 30*l.* given by *W. P.* to the Town of *M.* for the relief and maintenance of *E.* and *A. B.* Brother and Siſter of the ſaid *W.*

Given under our Hands and Seals, the Day of, &c.

To P. G. S. P. *and* K. *his Wife.*

A Recovery with ſingle Voucher.

Eſſex ſſ. PRec' *G. C.* Ar' quod juſte, &c. redd' *R. C.* & *R. J.* unum meſſuagium & quatuor acras terræ cum pertin' in *T.* quæ clam' &c. Et in quæ, &c. Et niſi, &c.

Eſſex ſſ. GC. po' loco ſuo *V. M.* & *M. M.* Attorn' ſuos conjunctim & diviſim verſus *R. C.* & *R. T.* de placito terræ ad lucrand' vel perdendum.

A Recovery with double Voucher.

Derby ſſ. PRec' *N. L.* & *M.* uxor' ejus, quod juſte, &c. reddant *T. S.* & *T. C.* Maner' de *M. N.* & *P.* cum pertin' ac triginta meſuagia, triginta toſta, quinque molendina, triginta gardina, mille acras terræ, mille acras prati, quinquaginta acras paſturæ, quadraginta acras boſci, mille acras moræ, centum acras jampnorum & brucr' & tres libras reddit' cum pertin' in *N. M. P. P.* & *B.* quæ clam' eſſe jus & hereditat' ſuam. Et in quæ idem *N.* & *M.* non habent ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine Judicio fecit præfat' *T.* & *M.* infra 30 annos jam ultim' elapſos ut dicitur unde quer' &c. Et niſi, &c.

N. L. & *M.* uxor ejus po' loco ſuo *T. B.* & *W. B.* Attorn' ſuos conjunctim & diviſim verſus *T. S.* & *T. C.* de placito terræ ad lucrandum vel perdendum.

W. B. & *T. F.* quos *N. L.* & *M.* uxor ejus vocant ad war' po' loco ſuo *P. P.* & *Q. Q.* Attorn' ſuos conjunctim & diviſim de placito terræ ad lucrandum vel perdendum.

A Recovery with Treble Voucher.

Norff. ff. PRec. *R. B.* & *C. S.* quod juſte, &c. reddant *A. T.* Armigero, um de *B.* cum pertin' ac viginti meſſuagia, duodecim tofta, quatuor columbar' mille acras terræ, centum acras prati, centum acras paſturæ, ducent' acras jampnorum, & bruere, centum acras moræ, & triginta ſolidos & unum obolum reddit' ac reddit', unius libræ & dimid' piperis, & unius grani piperis cum pertin' in *B.* & *Q.* ac liberam piſcariam in aqua de *W.* Necnon advocationem Eccleſiæ de *B.* quæ clam' &c.

Norff. ff. *R. B.* & *C. C.* pon' loco ſuo *W. B.* & *R. R.* Attorn' ſuos conjunctim & diviſim verſus *A. T.* de placito terræ.

Norff. ff. *M. M.* gen' quem *R. B.* & *C. C.* voc' ad war' po' loco ſuo *R. G.* & *L. L.* Attorn' ſuos conjunct' & diviſim verſus *A. T.* de placito terræ.

Norff. ff. *G. M.* gen' quem *M. M.* voc' inde ad war' po' loco ſuo *R. G.* & *R. S.* Attorn' ſuos conjunctim & diviſim verſus *A. T.* de placito terræ.

Oxon ff. Prec' *T. H.* & *S. T.* quod juſte, &c. reddant *A. N.* mil' & *J. W.* mil' Quendam annualem redditum treſdecem librarum, & ſex ſolidorum exeun' de Maner' de *H.* quæ clam' &c.

A Recovery with a ſingle Voucher.

Carolus Secundus, Dei Gratia, Angliæ, Scotiæ Franciæ, & Hiberniæ Rex, fidei Defenſor, &c. Omnibus ad quos præſentes Literæ noſtræ pervenerint, ſalutem. Sciatis quod inter placita terræ in curia noſtra apud Weſtm' coram *Q. B.* Mil' & Baronetto, & ſociis ſuis Juſtic' noſtris de Banco de Termino ſanctæ Trinitatis, Anno Regni noſtri xiv. rotulo primo continetur ſicut Suſſex ff. *F. C.* Ar' & *F. R.* generoſ. in propriis perſonis ſuis pet' verſus *T. E.* Ar. decem Meſuagia, decem Gardina, ſexcentas acras terræ, Quadraginta acras prati, Centum acras paſturæ, Sexaginta acras boſci, & mille & quingentas acras jampnorum & bruere, cum pertin' in *H.* & *W.* ac mediet. Forreſtæ de *W.* Necnon quartam partem rhanerii de *H.* cum pertin' jus & hereditatem ſuam & in quæ idem *T.* non habet ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec' præfat' *F.* & *F.* infra triginta annos, &c. Et unde dic' quod ipſimet fuerunt' ſeiſit' de tenementis, medietate, & quarta parte prædictis cum pertin'

in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend' inde explec' ad valent' &c. Et in quæ, &c. Et inde produc' ſectam, &c. Et prædictus *T.* in propria perſona ſua ven' & defend' jus ſuum quando, &c. Et voc' inde ad warrant' *E. W.* qui preſens eſt hic in Curia in propria perſona ſua. Et gratis tenementa' medietatem & quartam partem predict' cum pertinentiis ei warrant' &c. Et ſuper hoc predicti *F.* & *F.* per' verſus ipſum *E.* Tenent' per warrant' ſuam tenementa, medietatem, & quartam partem predict' cum pertin' in forma predicta, &c. Et unde dic' quod ipſimet fuerunt ſeiſit' de tenementis, medietate, & quarta parte predict' cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec' ad valentiam, &c. Et in quæ, &c. Et inde produc' Sect' Et prædictus *E.* teneus per war' ſuam defend' jus ſuum quando &c. Et dic' quod prædictus *Hugo* non diſſeiſivit prefat' *F.* & *F.* de tenementis, medietate, & quarta parte predictis cum pertin' prout iidem *F.* & *F.* per breve & narrationem ſua predicta ſuperius ſuppon' Et de hoc pon' ſe ſuper patriam, &c. Et predicti *F.* & *F.* pet' licentiam inde interloquendi, & habent, &c. Et poſtea iidem *F.* & *F.* reven' hic in Cur. iſto eodem Termino in propriis perſonis ſuis. Et predictus *E.* licet ſolem' exact' non reven' ſed in contempt. Cur. receſſit & defalt' fac' Ideo conſ. eſt quod predicti *F.* & *F.* recuperent ſeiſinam ſuam verſus prefat' *T.* de tenementis, medietate, & quarta parte predictis cum pertin' Et quod idem *T.* habeat de terra predicti *E.* ad valentiam, &c. Et idem *E.* in unam, &c. Et ſuper hoc predicti *F.* & *F.* pet' breve Domini Regis Vic' Com' predict' dirigend' de habere faciend' eis plenariam ſeiſinam de tenementis, medietate, & quarta parte predictis cum pertin' Et eis conceditur retornabile hic in Octabis Sancti Michaelis, &c. quæ omnia & ſingula ad requiſitionem predictorum *F.* & *F.* tenore preſentium duximus exemplificand. In cujus rei teſtimonium, &c.

A Recovery with double Voucher.

CAROLUS Secundus Dei Gratia Angl' Scot' Franc' & Hiberniæ Rex, Fidei Defenſ. &c. Omnibus ad quos preſentes literæ noſtræ pervenerint, Salutem. Sciatis quod inter placita de placitis terræ irrotulat' apud *Weſtm'* coram *O. B.* Milite & Bar' & ſociis ſuis Juſtic' noſtris de Banco de Termino Sanctæ Trinitat' Anno Regni noſtri xiv. Rot' xix. continetur hic: Suſſex ſſ. *E. B.* vidua in propria perſona ſua pet' verſus *T. N.* & *F. R.* unum Meſſuagium, unum Gardinum, viginti acr' ter' viginti acr' prati, & viginti acr' paſturæ, decem acr' boſci, & decem acr' jampnorum & bruere cum pertin' in *H.* ut jus & hereditatem ſuam, & in quæ iidem *T.* & *F.* non habent ingreſſum niſi poſt diſſeiſinam quod *Hugo Plum* inde injuſte & ſine judicio fecit prefatæ *E.* infra ſeptem annos jam ultimos elapſos, &c. Et unde dic' quod ipſamet fuit ſeiſita de tenementis prædictis cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini R. nunc capiend' inde explec' ad valentiam, &c. Et in quæ, &c. Et inde produc' Sectam,

&c. Et prædicti *T.* & *F.* in propriis perſonis ſuis ven' & defend' jus ſuum quando, &c. Et voc' inde ad War' *W. B.* qui preſens eſt hic in Cur' in propria perſona ſua, & gratis tenementa prædicta cum pertin' eis war' &c. Et ſuper hoc prædicta *E.* pet' verſus ipſum *W.* tenen' per War' ſuam tenementa prædicta cum pertin' in forma prædicta, &c. Et unde dic' quod ipſamet fuit ſeiſita de tenementis prædictis cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend' inde explec' ad valent' &c. Et in quæ, &c. Et inde produc' ſectam, &c. Et prædictus *W.* tenens per War' ſuam defend' jus ſuum quando, &c. Et ulterius voc' inde ad War' *D. H.* qui Similiter preſens eſt hic in Curia, in propria perſona ſua, & gratis tenementa præd' cum pertin' ei war' &c. & ſuper hoc prædicta *E.* petit verſus ipſum *D.* tenen' per war' ſuam tenementa prædicta cum pertin' in forma prædicta, &c. Et unde dic' quod ipſamet fuit ſeiſita de tenementis præd' cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore domini Regis nunc capiend' inde explec' ad valentiam, &c. & in quæ, &c. & inde produs' ſectam, &c. Et prædictus *D.* tenens per war' ſuam defend' jus ſuum quando, &c. Et dic' quod prædictus *Hugo* non diſſeiſ. prefat' *E.* de tenementis predictis cum pertin' prout eadem *E.* per breve & narrationem ſua prædicta ſuperius ſuppon' & de hoc pon' ſe ſuper patriam, &c. Et prædicta *E.* petit licenc' inde interloquendi, & habet, &c. & poſtea eadem *E.* reven' hic in Curia, iſto eodem Termino, in propria perſona ſua. Et prædictus *D.* licet ſolempnit' exact' non reven' ſed in contempt' Curiæ receſſit & defalt' fac' Ideo conſ. eſt quod præd' *E.* recuperet ſeiſinam verſus prefat' *T.* & *F.* de tenementis præd' cum pertin' & quod iidem *T.* & *F.* habeant de terr' præd' *W.* ad valentiam, &c. & quod idem *W.* ulterius habeat de terr' præd' *D.* ad valenc' &c. & idem *D.* in unam, &c. Et ſuper hoc prædicta *E.* petit breve domini Regis Vic' Com' præd' dirigend' de habere faciendo ei plenariam ſeiſinam de tenementis prædictis cum pertin' & ei conceditur retornabile hic indilate, &c. & poſtea ſcil' v. die *I.* iſto eod' Termino ven' hic in Curia præd' *E.* in propria perſona ſua: Et Vic' viz. *N. P.* Ar' modo mand' quod ipſe virtute brevis illius ſibi direct' xxviii die *I.* ult' preterit' habere fec' prefat' *E.* plenariam ſeiſinam de tenementis prædict' cum pertin' prout per breve illud ſibi præceptum fuit, &c. Quæ omnia & ſingula ad requiſitionem prædicta *E.* tenore præſentium duximus exemplificand. In cujus rei teſtimon' ſigillum noſtr' ad brevia in Banco prædicto ſigilland' deputat' preſentibus apponi fecimus *T. O. B.* apud Weſtm' quinto die Anno regni noſtri xv.

A Recovery with double Voucher by Warrants of Attorney.

K *Anc. ff. I. N.* generoſus in propria perſona ſua petit verſus *N. N.* generoſum, unum meſſuagium viginti acras terræ, tres acras prati, quatuordecim acras paſturæ, & quinque acras boſci, cum pertin' in *H.* & *E.* ut jus & hereditatem ſuam. Et in quæ idem *Nich'* non habet ingreſſum niſi poſt deſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec' prefat'

præfat' *Johanni* infra triginta Annos &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis prædictis cum pertin' in dominico ſuo ut de feodo & jure tempore pacis, tempore Domini Regis nunc capiendo inde explec' ad valentiam, &c. Et in quæ, &c. Et inde produc' ſectam, &c.

Et prædictus *Nicholaus* per *G. A.* Attorn' ſuum ven' & defend' jus ſuum quando &c. & alias voc' inde ad War' *I.W.* viduam qui modo per ſum' et in Com' præd' fact' per *E. H.* Attorn' ſuum ſimiliter ven' & gratis tenementa prædict' cum pertin' præfat' *Nich'* War' &c. Et ſuper hoc prædict' *Johannes* petit verſus ipſam *Johannam* tenen' per War' ſuam tenementa prædict' cum pertin' in forma prædict' &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis prædictis cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend' inde explec' ad valentiam, &c. & in quæ, &c. Et inde prod' ſectam, &c.

Et prædict' *Johanna* tenens per War' ſuam defend' jus ſuum quando, &c. & ulterius voc' inde ad War' *G. H.* qui preſens eſt hic in Curia in propria perſona ſua, & gratis tenementa præd' cum pertin' ei War' &c. & ſuper hoc prædictus *Johannes* petit verſus ipſum *Georg'* tenen' per War' ſuam tenementa præd' cum pertin' in forma præd' &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis prædictis, cum pertin' in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend' inde explec' ad valentiam, &c. & in quæ, &c. & inde produc. ſectam, &c.

Et prædictus *Georg'* tenens per War' ſuam defend' jus ſuum quando, &c. & dic' quod prædictus *Hugo* non diſſeiſivit præfat' *Johannem* de tenementis præd' cum pertin' prout idem *Johannes* per breve & narrationem ſua præd' ſuperius ſuppon' & de hoc pon' ſe ſuper patriam, &c.

Et prædictus *Johannes* petit licentiam inde interloquendi &c. & habet, &c. Et poſtea idem *Johannes* reven' hic in Curia iſto eodem Termino, in propria perſona ſua, & prædictus *Georgius* ſolempniter exact' non reven' ſed in Contempt' Curiæ receſſit, & defalc' fec' Ideo conc' eſt, quod prædictus *Johannes* recuperet ſeiſinam ſuam verſus præfat' *Nich'* de tenementis prædictis cum pertin' & quod idem *Nich'* habeat de terra prædict' *Johannæ* ad valentiam, &c. Et quod eadem *Johanna* ulterius habeat de terra prædict' *Georgii* ad valentiam, &c. & idem *Georgius* in unam, &c. Et ſuper hoc prædictus *Johannes* pet' breve Domini Regis Vic' Com' prædict' dirigend' de habere facien' ei plenar' ſeiſinam de tenementis prædictis cum pertin' & ei concedit' retornabile hic in Octabis Sanctæ Trinitatis, &c. ad quem diem hic ven' prædictus *Johannes* in propria perſona ſua. Et Vic' videl' *Nich. Toke* Armig' modo mand' quod ipſe virtute brevis illius ſibi direct' duodecimo die *Junii* ult' præterit' habere fec' præfat. *Johanni* plenariam ſeiſinam de tenementis prædictis cum pertin' prout per breve illud ſibi precept' fuit, &c.

Reco-

RECOVERIES.

Oxon. Intratio Recuperationis.

H. *A.* in propria perſona ſua petit verſus *V. D.* gen. duo meſſuagia, & ſex. gardina cum pertin. in *D.* ut jus & hereditatem ſuam, & in quæ idem *V.* non habet ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec. præfat. *W.* infra triginta Annos, &c.

Et præd. *V.* per. *B. A.* Attorn. ſuum ven. & alias voc. inde ad War. *M.S.* Ar. qui modo per ſum. ei in Com. prædict. fact. per *I. C.* Attorn. ſuum ſimil. ven. & gratis tenementa prædict. cum pertin. ei War. &c. & ſuper hoc præd. *W.* petit verſus ipſum *M.* tenen. per War. ſuam tenementa præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædict. cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. & in quæ, &c. & inde produc. ſectam, &c.

Et prædictus *M.* tenens per war. ſuam defend. jus ſuum quando, &c. & ulterius voc. inde ad war. *Edwardum Howſe* qui ſimil. preſens eſt hic in Curia in propria perſona ſua, & gratis tenementa præd. cum pertin. ei. war. &c. & ſuper hoc prædict. *W.* petit verſus ipſum *Edwardum* tenen. per war. ſuam tenementa præd. cum pertin. in forma præd. &c. & unde, &c. ut ſupra. Et præd. *Edwardus* tenens per war. ſuam defend. jus ſuum quando, &c. & dic. quod prædictus *Hugo* non diſſeiſivit præfat. *I. W.* de tenementis prædictis cum pertin. prout Idem *W.* per breve & narrationem ſua præd. ſuperius ſuppon. & de hoc pon. ſe ſuper patriam, &c.

Et prædictus *W.* petit licentiam inde interloquendi, & habet, &c. & poſtea idem *W.* reven. hic in Curia iſto eodem Termino in propria perſona ſua, & prædictus *Edwardus* licet ſolempniter exact. non reven. ſed in contempt Curiæ receſſit, & defalt. fec. Ideo conc. eſt quod prædictus *W.* recuperet ſeiſinam ſuam verſus præfat. Antonium de tenementis prædictis cum pertin. &c. & quod idem *V.* habeat de terra præd. *M.* ad valentiam, &c. et quod idem *M.* ulterius habeat de terra præd. *Ed.* ad valentiam, &c. et idem *Ed.* in unum, &c. et ſuper hoc prædictus *W.* petit breve Domini Regis Vic. Com. præd. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis præd. cum pertin. et ei conceditur retornabile hic à die Sancti Michaelis in unum menſem, &c. ad quem diem hic ven. præd. *Johannes* in propria perſona ſua. Et Vic. vid. *E. B.* modo mand. quod ipſe virtute brevis illius ſibi direct. xxvi. die Octob. ult. preterit. habere fec. pref. *W.* plenam ſeiſinam de tenementis prædictis cum pertin. prout per breve illud ſibi precept. fuit, &c.

Alias, Prout patet Termino Paſchæ ult. preterito, rotulo Clix. continetur ſic: Somerſ. ſſ. *H. S.* miles Baronet. in propria perſona ſua petit verſus *H. H.* gen. duo meſſuagia, duo gardina, cum pertin. in *D.* ut jus & hereditatem ſuam, & in quæ idem *H.* non habet ingreſſ. niſi poſt diſſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec. prefat. *H. S.* infra trigin. Annos, &c. & inde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis

dictis cum pertin'in dominico ſuo,ut de feodo & jure,tempore pacis,tempore Domini Regis nunc capiendo inde explec' ad valentiam,&c.& in quæ,&c.& inde produc' ſectam, &c.

Et prædictus *H.* in propria perſona ſua ven' & defend' jus ſuum quando, &c. voc' inde ad war' *T. P.* ſum' in Com' præd' habeat eum hic in Craſt. Sanctæ Trinit' per auxil' Curiæ, &c. Idem dies dat' eſt partibus prædictis, &c. & ſuper hoc prædictus *H.* pon' loco ſuo *S. M.* & *I. K.* Attorn' ſuis conjunctim & diviſim verſus prefat' *H. S.* de prædicto placito,&c. Ad quem diem hic ven' tam prædictus *H. S.* in propria perſona ſua, quam prædictus *H.* per prædict' *S.M.* Attorn' ſuum & prædictus *T.* ſum' &c. per *W. H.* Attorn' ſuum ſimil' ven' & gratis tenementa prædict' cum pertin' ei war' &c. & ſuper hoc prædictus *H.* petit' &c. al' &c.

Alias, Prout patet Termino Paſchæ ult' præterito,rotulo xix,continet' &c. Oxon' ſſ. *S.* generoſus & *G. P.* in propriis perſonis ſuis pet' verſus *R. L.* & *I. H.* quatuor meſſuagia, & octo gardina cum pertin' in *N.* ut jus & hereditatem ſuam, & in quæ iidem *B.* & *I.* non habent ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec' prefat' *S.* & *G.* infra triginta Annos,&c.& unde dic' quod ipſimet' fuer' ſeiſit' de tenementis prædictis cum pertin' in dominico ſuo,ut de feodo & jure,tempore pacis,tempore Domini Regis nunc capiend' inde explec' ad valentiam,&c. & in quæ,&c. & inde produc' ſectam, &c. Et præd' *B.* & *I.* in propriis perſonis ſuis,ven' & defend' jus ſuum quando,&c. & voc' inde ad war' *G.C.* Ar' ſum' in Com. prædict' habeant eum hic à die Sanctæ Trin' in tres Sept' per Auxil' Curiæ, &c. Idem dies dat' eſt partibus prædictis hic, &c. Et ſuper hoc prædictus *R.* & *I.* pon' loco ſuo *S. M.* & *I.G.* Attorn' ſuos conjunctim & diviſim verſus prefat' *S.* & *G.P.* de præd' placito,&c. Ad quem diem hic ven' tam præd' *S.* & *G.P.* in propriis perſonis ſuis,quam præd' *B.* & *I.* per *S.M.* Attorn' ſuum & prædictus *G.C.* ſum' &c. per *M. S.* Attorn' ſuum ven' & gratis tenementa prædict' cum pertin' prefat' *B.* & *I.* war' &c. & ſuper hoc prædict *S.* & *G. P.*pet' verſus ipſum *G.C.*tenen' per war' ſuam tenementa præd' cum pertin' in forma præd' &c. & unde, dic' quod ipſimet fuerunt ſeiſit' de tenementis prædictis cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec' ad valent' &c.Et in quæ &c. & inde produc' ſectam, &c.

Warran. Attornat.

Et prædictus *G.C.* tenens per war' ſuam defend' jus ſuum quando,&c. & ulterius voc' inde ad war' *T.C.* gen' fil' & hæred' apparen' prefat' *G.* in Com. præd' habeat eum hic in Octabis Sancti Martini per Auxil' Curiæ,&c. Idem dies dat' tam prefat' *S.* & *G.P.* quam prefat' *G.C.* tenen' per war' ſuam hic, &c. Ad quem diem, ſcil' ad prædict' Octab' Sancti Martini hic ven' tam prædict' *S.* & *G. P.* in propriis perſonis ſuis, quam predictus *G.C.* per Attorn' ſuum prædictum quem prædict' *B.* & *I.* voc' inde ad war' & Vic' nihil inde fec' nec breve unius. Ideo ſicut prius prædictus *T.* ſum' quod ſit hic in Craſtino Purificationis beatæ Mariæ ad war' prædict' *G.C.* in forma præd' &c. Idem dies dat' eſt tam prefat' *S.* & *G. P.* quam prefat' *G.C.* tenen' per war' ſuam hic, &c.

Alias,

Aliàs, prout patet Termino Paſchæ Anno Regni Domini Regis nunc Angl. quarto decimo, Rot. CXI. V. continetur ſic: Leic. ff. *T. D.* gen. & *B. D.* Ar. in propriis perſonis ſuis, pet. verſus *I. D.* Ar. & *C. R.* gen. quinquaginta & duas acras prati (ut in aliis.) Et ſuper hoc iidem *T. B.* & *D.* dic. quod idem *B.* eſt Vic. Com. prædict. & ea de cauſa pet. breve Domini Regis de habere faciend. eis plenar. ſeiſinam de tenementis prædictis cum pertin. Coronatoribus Com. præd. dirigend. Et quia ſatis conſtat Cur. hic per retorn. brevium Com. præd. hic in Cur. reſiden. quod allegat. præd. vera exiſtit. Ido prec. eſt Coronatoribus Com. præd. quod habere fac. prefat. *T. D.* & *B.* plenar. ſeiſinam de tenementis prædictis cum pertin. & qualit. &c. iidem Coronatores conſtare fac. hic Indilate, &c. Poſtea ſcil. decimo Octavo die *Junii* iſto eodem Termino ven. hic in Cur. præd. *T. D.* & *B.* in propriis perſonis ſuis, & Coronatores dicti Domini Regis Com. præd. videlicet, *T. L.* gen. & *N. G.* modo mand. quod ipſi virtute brevis illius eis direct. quartodecimo die *Junii* ult. preterit. habere fec. prefat. *T. D.* & *B.* plenar. ſeiſinam de tenementis prædictis cum pertin. prout per breve illud eis prec. fuit, &c.

Breve de habere faciend. direct. Coronat.

Carolus Secundus Dei Gratia, Angl. Scotiæ, Franciæ, & Hiberniæ Rex, Fidei Defenſor, &c. Omnibus ad quos præſentes literæ noſtræ pervener. ſalutem. Sciatis quod inter Placita terræ irrotulat. apud Weſtm. coram *Orlando Bridgeman* Milite & Baronetto & Sociis ſuis Juſtic. noſtris de Banco de Termino Sanctæ Michaelis Anno Regni noſtri xiv. Rot. xii. continet. ſic: Midd. ff. *I. D.* gen. in propria perſona ſua, petit. verſus *A. L. Jun.* gen. un. Meſſuag. &c. prout ſequitur in intratione proxime ſequent. uſque prout per breve illud ſibi precept. fuit, &c. Quæ omnia & ſingula ad requiſitionem præd. *I.* tenore preſent. duximus exemplificand. in cujus rei Teſtimonium ſigillum noſtrum ad brevia in Banco præd. Sigilland. deputat. preſentibus appon. fecimus *T. O. B.* apud Weſtm. xxx. die Octobris, Anno Regni noſtri quartodecimo.

Exemplificand. *It bears Teſte of the retorn of the Writ of Seiſin.*

But if there be not fifteen days between the return of the Writ of Entry, or of the Writ of Summons, and the end of the Term; then muſt the Writ of Seizin be retornable (*Indilate*) and ſo the exemplification muſt bear *Teſte* the laſt day of the Term, in which the Writ of Entry of Summons came in.

Nota.

OXon. *ff. I. B.* Gen. in propria perſona ſua petit verſus *A. L. Jun.* Gen. unum Meſſuagium, unum gardinum cum pertin. in Parochiis Sanct. *Martini* in Campis, & Sanct. *Margaretæ Weſtmin.* ut jus & hereditatem ſuam, & in quæ idem *A.* non habet ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio prefat. *I.* infra triginta Annos jam ult. elapſos, &c. Et unde dic. quod ipſemet fuit ſeiſit. de Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. Et in que, &c. Et inde produc. ſectam, &c.

Et

Et prædictus *A.* in propria perſona ſua ven. & defend. jus ſuum quando &c. Et voc. inde ad War. *R. B.* Ar. qui præſens eſt hic in Curia in propria perſona ſua: Et gratis Tenementa prædict. cum pertin. ei War. &c. Et ſuper hoc prædict. *I.* petit verſus ipſum *R.* tenen. per War. ſuam Tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet. fuit ſeiſit. de Tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædict. *R.* tenens per War. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad War. *Ed. Howſe*, qui ſimiliter preſens eſt hic in Curia in propria perſona ſua. Et gratis Tenementa prædict. cum pertin. ei War. &c. Et ſuper hoc prædictus *I.* petit verſus ipſum *E.* tenen. per War. ſuam tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet. fuit ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus E. tenens per War. ſuam defend. jus ſuum quando, &c. Et dic. quod prædictus *Hugo* non diſſeiſivit præfat. *I.* de tenementis prædictis cum pertin. prout idem *I.* per breve & narrationem ſua præd. ſuperius ſuppon. & de hoc pon. ſe ſuper patriam, &c.

Et prædictus *Johannes* petit licentiam inde interloquendi, & habet, &c. Et poſtea idem *Iohannes* reven. hic in Curia iſto eodem Termino, in propria perſona ſua, & prædictus E. licet ſolempniter exact. non reven. ſed in Contempt. Curiæ receſſit, & defalt. fac. Ideo conc. eſt, quod prædictus *Iohannes* recuperet ſeiſinam ſuam verſus prefat. *An.* de tenementis prædictis cum pertin. & quod idem *A.* habeat de terra prædict. *R.* ad valentiam, &c. Et quod idem *R.* ulterius habeat de terra prædict. *E.* ad valentiam, &c. Et idem *E.* in miſericordia, &c. Et ſuper hoc prædictus *I.* pet. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis prædictis cum pertin. Et ei concedit. retornabile hic à die Sancti *Michaelis* in unum Menſem, &c. Ad quem diem hic. ven. præd. *I.* in propria perſona ſua. Et Vic. videl. *E. B.* & *R. F.* modo mand. quod ipſi virtute brevis illius ſibi direct. 26 die *Octob.* ult. præterit. habere fec. præfat. *Johanni* plenariam ſeiſinam de tenementis prædictis cum pertin. prout per breve illud ſibi precept. fuit, &c.

Breve de Seiſina, ver. *M. M. Begun at* (ad quem diem) *in the Roll with a ſmaller hand, than the reſt, and ſo to the end. Seizin delivered 3 or 4 days before the return.*

The Writ of Seizin muſt be returnable at the leaſt 15 days after the return of the Writ of Entry; but if the Writ of Entry be returned towards the latter end of the Term, ſo that there be not 15 days between the return of the Writ of Entry, and the end of the Term, then the Writ of Seiſin muſt be returnable (*Indilate.*) And the Writ of Seiſin muſt always bear Teſt of the return of the Writ of Entry. And ſo it is alſo, if the Recovery come in by Summons, the Writ of Seiſin muſt have the like proceedings after the Writ of Summons, (ut ſupra uſque) Et ei concedit. Retornabile hic indilate, &c. Poſtea ſcilicet xii. die *F.* iſto eodem Term. ven. hic in Cur. prædictus *T. P.* in propria perſona ſua. Et vic. videlicet *G. D.* Armig. modo mand. quod ipſe virtute brevis illius ſibi direct. nono die *F.* ult. præter. habere fec. præfat. *T. P.* plenar. ſeiſinam de Tenemen. præd. cum pertin. per breve illud ſibi præcept. fuit, &c.

Breve de Seiſinam *r.* indilat. *Begin at* Poſtea *ſmall hand.* Ult. die Term. *three days before the end of the Term.*

I. I Arm. in propria persona sua petit versus *E. G.* Ar. tria Messuagia cum pertin. in Villa *S.* ut jus & hæred. suam. Et in quæ idem *E.* non habet ingressum nisi post disseisinam, quam *Hugo Hunt* inde injuste, & sine judicio fec. præfat. *I.* infra triginta Annos jam. ult. elapsos, &c. Et unde dic. quod ipsemet. fuit seisit. de Tenementis prædictis cum pertin. in Dominico suo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. sectam, &c. Et prædictus E. per *C.B.* Attorn. suum ven. & defend. jus suum quando, &c. Et voc. inde ad War. *W.L.* sum. in Com. prædicto habeat eam hic in Octabis S. *Mich.* per Auxilium Cur. &c. Idem dies dat. est partibus prædictis hic, &c. Intr. Summons. sur breve de Ingressu.

The Writ of Summons must be returnable five Returns after the return of the Writ of Entry, (*as for example,*) if the Writ of Entry be returnable xv. *Pasch.* then the Summons must be returned in *Oct. Michaelis.* And note, That *Crastino Ascentionis Dom.* is no Return to be reckoned, either in this kind, or in any other real Actions.

J. J. In propria persona sua petit versus *E. G.* Armig. tria Messuagia cum pertin. in Villa *S.* ut jus & hereditatem suam. Et in quæ idem *E.* non habet ingressum nisi post disseisinam, quam *Hugo Hunt* inde injuste, & sine judicio fec. præfat. *I.* infra triginta Annos, &c. Et prædictus E. per *C.B.* Attorn. suum ven. Et alias voc. inde ad War. *W.L.* qui modo per sum. ei in Com. prædicto fact. per *R.G.* Attorn. suum simil. ven. Et gratis Tenementa prædicta cum pertin. ei War. &c. Et super hoc prædictus *I.* petit versus ipsum *W.* tenen. per War. suam Tenementa prædicta cum pertin. in forma prædicta &c. Et unde dic. quod ipsemet fuit seisit. de Tenementis prædictis cum pertin. in Dominico suo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. sectam, &c. *Salop. ss.*

Et præd. *W.* teneris per War. suam defend. jus suum quando &c. Et ulter. voc. inde ad War. *E.H.* qui similiter præsens est hic in Cur. in propria persona sua, & gratis ten. præd. cum pertin. ei War. &c. Et super hoc præd. *I.* pet. versus ipsum *E.* tenem. per War. suam ten. præd. cum pertin. in forma præd. &c. & unde dic quod ipsemet fuit seisit. de tenementis præd. cum pertin. in domin. suo ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend. inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. sectam, &c.

Et prædictus E. *H.* tenens per War. suam defend. jus suum quando, &c. Et dic. quod prædictus *Hugo* non disseisivit præfat. *I.* de Tenementis prædictis cum pertin. prout idem *I.* per breve & narrationem suam prædicta superius supponit. Et de hoc pon. se super patriam, &c.

Et prædictus *I.* petit licentiam inde interloquendi. Et habet, &c. Et postea idem *I.* veven. hic in Cur. isto eodem Termino in propria persona sua. Et prædictus *E.* licet solempniter exact. non veven. sed in contempt. Curiæ recessit: Et defalt. fac. Ideo conc. est quod prædict. *I.* recuperet seisinam suam versus præfat. *E.G.* de Tenementis prædictis cum pertinentiis. Et quod idem *E.G.* habeat de terra prædict. *W.* ad valentiam, &c. Et quod idem *W.* ulterius habeat de terra prædicti *E.H.* ad valentiam, &c. Et idem *E.* in misericordia, &c. Et super hoc prædictus *I.* petit breve Domini Regis

Vic.

Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de Tenementis prædictis cum pertinenciis. Et ei conceditur retornabile hic à die Sanct. *Michaelis* in unum menſem, &c. Ad quem diem hic ven. prædictus *I.* in propria perſona ſua. Et Vic. videlicet *T. I.* Armiger modo mand. quod ipſe virtute brevis illius ſibi direct. 24 die *O.* ult. præterit. habere fec. præfat. *I.* plenar. ſeiſinam de Tenementis prædictis cum pertinenciis, prout per breve illud ſibi præcept. fuit, &c. Simil. in *T.* Sancti *Michaelis* rot. 23. inter *H.* & al. & *B* & al. & al. poſt Summons *Michaelis* 7. Car. Regis, rot. 56.

Sum. ad 3 or 4 days before the Return.

Intratio Summon. pro recipe-ratione 3 voc.

E*Bor. ſſ. T. W.* & *R. M.* Ar. in propriis perſonis ſuis pet. verſus *G. R.* Ar. & *W. B.* Gen. Manerium de *R.* alias *R.* & viginti acris terræ, &c. cum pertin. in *B.* ut jus & hæreditatem ſuam. Et in quæ iidem *G.* & *W.* non habent ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine Judicio fec. præfat. *T. W.* & *R.* infra triginta Annos, &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Manerio & Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

The Tenants appeared this time in perſon at Bar. Warr. Attorn. pro ten.

Et prædict. *G.* & *W.* in propriis perſonis ſuis ven. & defend. jus ſuum quando, &c. Et Voc. inde ad War' *A.* viduam habeant eam hic a die Paſchæ in quinque ſeptiman. Et ſum' in Com' prædict. per auxilium Cur' &c. Idem dies dat' eſt partibus prædictis hic, &c. Et ſuper hoc prædict. *G.* & *W.* poſcis ſuis *C. B.* & *E. G.* conjunctim & diviſim verſus præfat' *T. V. W.* & *R.* de prædicto placito, &c.

Nota.

Although the Tenants appeared in perſon, at the acknowledgment at Bar; yet if they appeared not alſo at the Return of the Summons, there muſt be a Warrant of Attorney made and taken for the Tenants: And the ſame muſt be entred upon the firſt Summons Roll (prout prox' ſupra) and upon the Remembrance, under the Precipe for the Writ of Entry of the ſame Recovery: And make the Warrant of Attorney for the Tenants thus:

Warr. Attorn. pro ten.

E*Bor. ſſ. G. R.* Ar. & *W. B.* Gen. po. locis ſuis *C. B.* & *E. G.* Attorn. ſuos conjunctim & diviſim verſus *T. V. W.* & *R. M.* Ar. de placito terræ, *B.*

At the Return of this Summons, being 24 *Paſchæ*, if the ſecond Vouchee appear by Warrant of Attorney, you muſt make another Writ of Summons, for the latter Vouchee returns the 9th Return after the return of the firſt Summons, and *Tiſte* of the Return of the firſt Summons, for one Writ will not ſerve for both; and make the Warrant of Attorney for the firſt Vouchee thus:

Warr. Attorn. po. loc. prim. Vouch.

E*Bor. ſſ. D. W.* quem *G. R. H.* & *W. B.* Gen. voc. inde ad War. po. loc. ſuos, *I. D.* & *T. V.* Attorn. ſuos conjunctim & diviſim verſus *Tho. W. R. M.* Ar. de placito terræ, &c.

In the second, thus.

Ebor. ff. G. H. Gen. Quem *A. C.* vld. voc. ad War. po. lo. ſuo, *T. W.* & *H. M.* Attorn. ſuos conjunctim & diviſim verſus, *T.* Vic. *W.* & *R. M.* Ar. de placito terræ. *war. Attorn. pro Voc.*

Capt. & cognit. 13, die *Martii*, Anno regni Regis Car. *Angliæ*, &c. Septimo coram me *H. D.*

Both the Warrants of Attorney were in one piece of Parchment, and there taken at the Aſſizes.

Alias, prout patet Termino Sanct. *Michaelis*, Anno Regni Domini Regis nunc Septimo, rot. 56. continetur ſic: *Ebor. ff. T.* Vic. *W.* & *N. M.* In propriis perſonis ſuis pet. verſus *G. R.* Ar. *B.* Gen. Maner. de *R.* cum pertinenciis, ac decem Meſſuagia, & viginti Acras terræ cum pertinenciis in *R. alias R.* ut jus & hereditatem ſuam: Et in quæ iidem *G.* & *W.* non habeant ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *T. W.* & *R.* infra triginta Annos jam ult. elapſ. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Maner. & Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædict. *G.* & *W.* in propriis perſonis ſuis ven. & defend. jus ſuum quando, &c. Et voc. inde ad War. *A. C. W.* habeant eam hic a die *Paſchæ* in quinque ſept. Et ſum. in Com. prædictis per Auxilium Curiæ, &c. Idem dies dat. eſt partibus prædictis hic, &c. Et ſuper hoc præd. *G.* & *W.* po. lo. ſuis *C. B.* & *E. G.* conjunctim & diviſim verſus præfat. *T.* Vic. *W.* & *R.* de prædictis placitis, &c. Et modo hic ad hunc diem, ſcilicet prædictas quinque ſept. *Paſchæ* ven. tam prædictus, *T. W.* & *R.* in propriis perſonis ſuis, quam prædict. *G.* & *W.* per *C. B.* Attorn. ſuum prædictum. Et prædict. *A.* ſum. &c. per *I. D.* Attorn. ſuum ſimiliter ven. et gratis Manerium, et Tenementa prædicta cum pertinenciis eis War. &c. Et ſuper hoc prædict. *T. W.* & *R.* petit verſus ipſam *A.* tenen. per War. ſuam Manerium et Tenementa prædict. cum pertinenciis in forma prædict. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Manerio & Tenementis prædictis cum pertin. in Dominico ſuo ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde exples ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c. *Return of the Sum. although they appear in the acknowledgment at Bar.*

Et prædict. *A.* tenens per War. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad War. *G. H.* Gen. habeat eum hic a die Sanct. *Michaelis* in unum Menſem. Et ſum. in Com prædictis per Auxilium Curiæ, &c. Idem dies dat. eſt tam præfat. *T.* Vic. *W.* & *R. G.* & *W.* quam præfat. *A.* hic, &c.

Alias, Prout patet Termino *Paſchæ*, Anno Regni Domini Regis nunc *Angliæ* quarto decimo Rot. 39. continetur ſic: Alias prout patet Termino Sanct. *Michaelis*, Anno Regni Dom. Regis nunc *Angliæ* quarto decimo Rot.

56 continetur ſic: *Ebor. ff. T. W. & R. M.* in propriis perſonis ſuis per' verſus *G. R. Ar. W. B.* Gen' Manerium de *R.* cum pertin' decem Meſſuagia & viginti acras terræ cum pertin' in *R.* ut jus & hereditatem ſuam. Et in quæ iidem *O.* & *W.* non habent ingreſſum niſi poſt diſſeiſinam, quam *Hug. Hunt* inde injuſte, & ſine judicio fec' præfat' *T. W.* & *R.* infra triginta Annos jam ult' elapſ. &c. Et unde dic' quod ipſimet fuer' ſeiſit de Maner. & Tenement' prædictis cum pertin' in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend' inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc' ſectam, &c.

Et predict' *S.* & *W.* ven' & defend' jus ſuum quando, &c. Et voc' inde ad War' *A. C.* vid. habeant eam hic à die Paſchæ in quinque ſeptimanas. Et ſum' Com' prædictis per auxilium Cur' &c. Idem dies dat' eſt partib' prædictis war' per' Attorn' hic, &c. Et ſuper hoc prædict' *G.* & *W.* po' le' ſuis *C. D.* & *E. G.* conjunctim & diviſim verſus præfat' *T. W.* & *R.* de prædictis propr. &c. Et modo hic ad hunc diem, ſcilicet prædictas quinque ſeptimanas Paſchæ tam' prædict' *T. W.* & *R.* in propriis perſonis ſuis quam prædict' *G.* & *W.* per *C. B* Attornatum ſuum prædictum. Et predict' *A.* ſum' &c. Attornatum ſuum ſimiliter, & gratis manerium & tenementa prædict' cum pertin' eis war' &c. Et ſuper hoc prædict' *T. W.* & *R.* pet' verſus ipſum *A.* tenementum per war' ſuam manerium & tenementa prædict' cum pertin' in forma prædicta, &c. Et unde dic' quod ipſimet fuer' ſeiſit' de manerio, & tenementis prædictis cum pertin' in dominico ſuo ut feodo & jure, tempore pacis tempore Domini Regis nunc capiend' inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc' ſectam, &c. Et prædict' *A.* per war' ſuam defend' jus ſuum quando, &c. Et ulterius voc' inde war' *G. H.* gen' habeant eum hic a die Sancti' Mich' in unum menſem, & ſum' in Com' prædicto per auxilium Cur' &c. Idem dies dat' eſt tam præfat' *T.* vic' *W.* & *R.* & *G.* & *W.* quam præfat' *A.* hic, &c. Ad quem menſem Sancti' Mich' hic ven' tam' prædict' *T. W.* & *R.* in propriis perſonis ſuis quam prædict' *C.* & *W.* & prædict' *A* per Attornatum ſuum prædict. Et prædictus *G.* ſum' &c. per *T. W.* Attornatum ſuum ſimiliter, & gratis manerium & tenementa prædicta cum pertin' ei war' &c. Et ſuper hoc prædict' *T.* vic' *W.* & *R.* pet' verſus ipſum *G.* tenen' per war' ſuam manerium & tenementa prædicta cum pertin' in forma prædicta, &c. Et unde dic' quod ipſimet fuer' ſeiſit' de manerio, & tenementis prædictis cum pertin' in domin' ſuo ut de feodo, & jure, tempore pacis, tempore Dom' Reg' nunc capiend' exples ad valenciam, &c. Et in quæ, &c. Et inde produc' ſect' &c. Et prædictus *G.* tenens per war' ſuam defend' jus ſuum quando, &c. Et ulterius voc' inde ad war' *Edw. Howſe* qui ſimiliter præſens eſt hic in Cur' in propria perſona ſua, & gratis manerium & tenementa prædicta cum pertin' ei war' &c. Et ſuper hoc *T. W.* & *R.* pet' verſus ipſum *E.* tenen' per war' ſuam manerium & tenementa prædicta cum pertin' in forma prædicta &c. Et unde dic' quod ipſimet fuer' ſeiſit' de manerio & tenementis prædictis cum pertin' in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis, nunc capiend' inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc' ſectam, &c.

Et prædictus *E.* tenens per war' ſuam defend' jus ſuum quando, &c. Et dic' quod

quod prædictus *Hugo* non diſſeiſivit præfat' *T. W.* & *R.* de manerio & tenementis prædictis cum pertin' prout idem *T. W.* & *R.* per breve & narrationem ſua prædicta ſuperius ſuppon. Et de hoc pon' ſe ſuper Patriam, &c.

Et prædict' *T. W.* & *R.* Pet' licentiam inde interloquendi, & habent, &c. & poſtea iidem *T. W.* & *R.* reven' hic in Cur' in propriis perſonis ſuis; & prædictus *E.* licet' ſolempt' exact' non reven' ſed in contempt' Cur' receſſit & defalt' fac. Ideo conſ. eſt quod prædict' *T. W.* & *R.* recuperent ſeiſinam ſuam verſus præfat' *G.* & *W.* de manerio & tenementis prædict' cum pertin' Et quod iidem *G.* & *W.* habeant de terra prædict' *A.* ad valentiam, &c. Et quod eadem *A.* ulterius habeat de terra prædict' *G.* ad valentiam. Et idem *Edw.* in miſericordia. Et ſuper hoc prædict' *T.* vic' W. & *R.* pet' breve Domini Regis Vic' Com' prædict' dirigend' habere faciend' eis' plenar' ſeiſinam de manerio & tenementis prædictis cum pertin. Et eis conced' retornabile hic in Oct' Sancti Martini, &c. Ad quem diem hic ven' prædict' *T. W.* & *R.* in propriis perſonis ſuis. Et Vic' videlicet *T. L.* Mil' modo mand' quod ipſe virtute brevis illius ſibi direct' quinto decimo die *Novembris* ult' præterit' habere fec' præfat' *T.* Vic' W. & *R.* plenar' ſeiſinam de manerio & tenementis prædictis cum pertin' prout per breve illud ſibi precept' fuit, &c.

Alias, prout patet (ut in al' uſque) quando, &c. Et voc. inde ad war' *S. H.* gen' habeat eum hic in Oct' Sancti' *Michaelis*. Et ſum' in Com' prædict' per auxilium Cur' &c. Idem dies dat' eſt partib' hic, &c. Ad quem diem loquela præd' adjornat' fuit per breve Dom' Regis de communi adjornamento hic, ſcil' apud *Weſtm'* in Com' Midd' uſque a die Sancti *Michaelis* in unum menſem tunc proxime ſequen. Ad quem diem loquela præd' ulterius adjornat' fuit per aliud breve dic' Dom' Regis de *Reading* in Com' C. in craſtinum animarum tunc proxime ſequen. Et modo hic ſcil' prædict' villam dic' Dom' Regis de *R.* ad hunc diem ſcil' præd' Craſtinum Animarum ven' tam prædict' *H.* pet' in propria perſona ſua quam prædict' *G.* ten' per Attorn' ſuum prædict' Et prædictus Voc' ſum' &c. per *R. C.* Attorn' ſuum ſimiliter ven' & gratis tenementa prædict' cum per in ei war' &c. Et ſuper hoc prædict' *H.* pet' verſus ipſum *S.* tenen' per war' ſuam tenementa prædict' cum pertin' in forma prædict' &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis prædict' cum pertin' in dominico ſuo ut de feodo & jure, tempore pacis, tempore Dom' Regis nunc capiend' inde exples ad valentiam, &c. Et in quæ, &c. Et inde produc' ſectam, &c.

Sum. in Recupera. pro voc. cum adjornament. A Weſtm. *al* R. & retro.

Adjournment. uſque Reading.

Præd' & tenens per war' ſuam defend' jus ſuum quando, &c. Et ulterius voc. inde ad war' *D. B.* habeat eum hic a die Paſchæ in xv. dies. Et ſum' in Com' per auxilium Cur. &c. Idem dies dat' eſt tam præfat. *H.* & G. quam præfat' *S.* hic, &c. Ad quem diem loquela prædict' adjornat' fuit per breve Dom' Regis de communi Adjornament' a villa dict. Dom. Reg. de Reading in Com. D. uſque ad Weſtm. in Com. Midd. uſque ad eandem xv. Paſchæ, &c.

Adjournament. a Reading *uſque* Weſtm.

Ebor. ff. R. M. Ar. & W. B. gen. in propriis perſonis ſuis pet. verſus T. W. Caſtrum manerii de *H.* cum pertin. ac duas mille acras paſturæ, ſeptengentas acras prati, mille acras paſturæ cum pertin. in *K. K.* Necnon advocationem Eccleſiæ de *H.* ut jus & hæreditatem ſuam. Et in quæ idem *T.* non habeat ingreſſum niſi poſt deſciſionem quam *Hugo Hunt* inde injuſte

Intratio recuperationis pro Caſtro, maneriis, tenementis & advocatione Eccleſiæ, voc. ubi pet. & ten. compert. in propriis perſonis.

injuſte & ſine judicio fec' prefat. *R.* & *W.* infra triginta Annos jam ult' elapſ. &c. Et unde dic' quod ipſimet fuer' ſeiſit' de *C.* maneriis tenementis predictis cum pertin' in dominico ſuo ut de feodo & jure, & de advocatione predict' ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend' inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et predict' *T. W.* in propria perſona ſua ven' & defend' jus ſuum quando &c. Et voc' inde ad War' *E. H.* qui preſens eſt hic in Cur. in propria perſona ſua: Et gratis Caſtrum, maneria & tenementa predict' cum pertin' ac advocationem predict' ei War' &c. Et ſuper hoc predict' *R. M.* & *W.* pet' verſus ipſum *T. W.* tenen' per' War' ſuam Caſtrum, maneria & tenement. cum pertin' ac advocationem pred' in forma predict' &c. Et unde dic' quod ipſimet fuer' ſeiſit' de Caſtro, maneriis & tenementis predictis cum pertin' in dominico ſuo, ut de feodo & jure, & de advocatione predict' ut de feodo & jure, tempore pacis, tempore Dom' Regis nunc capiendo inde exples ad valentiam, &c. Et in quæ, &c. Et inde produc. &c.

Et predictus *E.* tenens per War' ſuam defend' jus ſuum quando, &c. Et dic' quod predict' *Hugo* non diſſeiſivit prefat. *R.* & *W.* de Caſtro, maneriis & tenementis predictis cum pertin. ac de advocatione predict. prout predict' *R.* & *W.* per breve & narrationem ſua predict' ſuperius ſuppon' Et' de hoc ponſe ſuper patriam, &c.

Et predict' *R.* & *W.* reven' hic in Cur' iſto eodem Termino in propriis perſonis ſuis, & predictus *E.* licet ſolempnit' exact' non reven' ſed in contempt' Cur' receſſit, & defalt' fac' Ideo conc' eſt quod predict' *R.* & *W.* recuperent ſeiſinam ſuam verſus prefat' *T.* de Caſtro, maneriis & tenementis predict' cum pertin' ac de advocatione predict' Et quod idem *T.* habeat de terra predict' *E.* ad valentiam, &c. Et idem *E.* in miſericordia, &c. Et ſuper hoc predict' *R.* & *W.* pet' breve Dom' Regis Vic' Com' predict' dirigend' de habere faciend' eis plenar' ſeiſinam de Caſtro, maneriis & tenementis predict' cum pertin' ac de advocatione predict' Et eis concedit' retornabile, &c. ult' die' Poſtea ſcil' tertio die *I.* iſto eodem Termino ven' hic in Cur' predict' *R.* & *W.* in propriis perſonis ſuis: Et Vic. videlicet *A. R.* Mil' modo mand' quod ipſe virtute brevis illius ſibi rect' xxxi. die *M.* ult' preterit' habere fec' prefat' *R.* & *W.* plenar' ſeiſinam de Caſtro, maneriis & tenementis predictis cum pertin' ac de advocatione prædict' prout' per breve illud ſibi precept' fuit, &c. Paſch' xiii. Car' ii. Regis Rot' xv.

G *Lond. ſſ. S. S.* Gen' in propria perſona ſua pet' verſus *R. N.* Ar. & *W. S.* Ar' Manerium de *S.* cum pertin' ac viginti Meſſuagia, decem Toſta, quinque Molendina, tria Columbar' viginti gardina, treſcentas acras terræ, centum acras prati, treſcentas acras Paſturæ, triginta acras boſci, ſexaginta ſolidat' reddit' Com' Paſtura, & omnibus averiis cum pertin' in *S.* &c. nec non Rectoriam de *L.* cum pertin' ac etiam quaſdam Portiones decimarum annuatim provenien' creſcen. ſeu renovan' in *K.* ac advocationem Vicariæ Eccleſiæ de *L.* ut jus & hæreditatem ſuam: Et in quæ idem *R.* non habet ingreſſum, niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec' præfat. *S.* infra triginta Annos, &c. Et unde dic' quod ipſemet

fuit

fuit ſeiſit' de Manerio, Tenementis, reddit' Com' Paſturæ, & Rectoria prædict' ac de Portionibus decimarum prædictarum in dominico ſuo ut de feodo & jure, ac de advocatione prædicta, ut de feodo & jure, tempore pacis, tempore Dom' Regis nunc capiendo inde explet' ad valentiam, &c. Et in quæ &c. Et inde produc' ſectam, &c.

Et præd' *R.* & *W.* in propriis perſonis ſuis ven' & defend' jus ſuum, quando, &c. Et voc' inde ad War' *E. S.* Generoſum, qui præſens eſt hic in Cur' in propria perſona ſua. Et gratis Maner' Tenementa reddit' Com' Paſturæ & Rectoriam præd' cum pertin' & portiones decimarum & advocationem eis War' &c. Et ſuper hoc prædictus *S.* pet' verſus ipſum *E.* tenen' per War' ſuam Maner' Tenementa reddit' Com' Paſturæ & Rectoriam præd' cum pertin' & portiones decimarum ac advocationem prædict' in forma prædict' &c. Et unde dic' quod ipſemet fuit ſeiſit' (ut ſupra, & in al' &c.)

Writs and Recoveries.

Carolus Vic' Eborum Salutem' Sum' per bonos ſum' *W. C.* & *J. C.* Vouches, quod ſint coram Juſtic' noſtris apud Weſtm' à die Sanctæ Trin' in xv. dies, ad War' *W. P.* & *B. P.* tenen' (*M.* &c. recitand' omnes parcellas, ut in breve del' entrie) quæ *W. S.* & *W. B.* (demand') in Cur' noſtra coram Juſtic' noſtris apud Weſtm' clam' ut jus ſuum verſus prefat' *W. P.* & *R.* per breve noſtrum de Ingr' ſuper diſſeiſinam in le poſt. Et unde iidem *W.* & *R.* in eadem Cur' noſtr' voc' prædictos *W. C.* & *J.* ſum' in Com' tuo ad war' verſus eos (demand') & habeas ibi Sum' & hoc breve *T. O. B.* apud *W.* vi. die Febr. Anno Regni noſtri xvii.

Retorne inde ſum' Ric' Fenu' *Iob. D. Iph. Fanſden Mil.* voc. Note, that the Writ of Summons muſt bear the *T.* of the retorn of the Writ of Entry.

Carolus, &c. Vic' Hertf. Salutem, Scias quod *I. P.* gen' in Cur' noſtr' coram Juſtic. noſtris apud Weſtm' recuperavit ſeiſinam ſuam verſus *A.* de uno Meſſuagio &c. per breve noſtr' de ingr' ſuper deſſeiſinam in le poſt. Ideo tibi precipimus quod prefat' *I.* plenar' ſeiſinam de tenementis prædictis cum pertin' ſine dilatione habere fac' & qualit' hoc preceptum noſtr' fueris execut' conſtare fac' Juſtic' noſtris apud Weſtm' (indilate) vel in Craſ. Trin' Et' habeas ibi hoc breve *T.* &c.

Virtute iſtius brevis mihi direct' ſextodecimo die *Maii*, Anno infra ſcript' habere fec' infra nominat' *I.* plenar' ſeiſinam de tenementis infra ſpec' cum pertin' prout interius mihi precipitur.

Radulphus Freeman Ar' vic'

Gulſton ſſ. Pal. xiv. *Car'* Secund' Rot' xxxiv. cum al. prout patet Mich' xii. *Car'* Secund' Rot' xxvi.

In miſer' &c. Et ſuper hoc prædict' *G.* & *R.* dic' quod præd' *I. R.* eſt Vic' Com' præd' Et ea de cauſa pet' breve Domini Reges de habere faciend' eis

plenar. ſeiſinam de Manerio, &c. cum pertin. Coronatoribus Com. prædict. rigead. Et quia ſatis conſtat Cur. hic per retorn. brevium Com. prædict. in Cur. reſiden. quod allegat. prædict. vera conſtitit. Ideo præc. eſt Coronatoribus Com. prædict. quod habere fac. præfat. *G.* & *R.* plenar. ſeiſinam de Manerio, &c. cum pertin. & qualit. &c. iidem Coronatores conſtare fec. indilate, &c. Poſtea ſcil. xxii. die *Maii*, iſto eodem Termino ven. hic in Cur. prædict. *G.* & *R.* in propriis perſonis ſuis. Et quatuor Coronatores Domini Regis Com. prædict. videl. *R. L. E. B.* & *I. B.* modo mand. quod ipſe virtute brevis prædict. ſibi direct. xv. die *M.* ult. preterit. habere fecerunt præd. *G.* & *R.* plenar. ſeiſinam de maner. &c. cum pertin. prout per breve illud ſibi precept. fuit.

RELEASES.

A Releaſe of Dower with a Grant of a Weekly Penſion during Life.

THis Indenture made, &c. Between *A. B.* of, &c. late the wife of *C. B.* late of &c. Gent. deceaſed, on the one part, and *I. O.* of, &c. on the other part, Witneſſeth, That the ſaid *A. B.* as well for the Conſiderations hereafter in theſe preſents expreſſed, as for divers other good Cauſes and Conſiderations her eſpecially moving, Hath remiſed, releaſed, and quit claimed, and by theſe preſents doth clearly and utterly remit, releaſe, and quit claim, unto *R. C.* of, &c. and to the ſaid *L. O.* and *E.* his Wife, all her Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which ſhe the ſaid *A. B.* hath, ſhould, might or ought to have, of, in, to, or out of all, or any the Lands, Tenements, and Hereditaments, which were the Inheritance of the ſaid *C. B.* her ſaid late Husband deceaſed, or any part thereof, for or by reaſon of her Dower, or of any Joynture heretofore made, or by reaſon of any other Right, Title, or Means whatſoever, to her at any time before the Date hereof come, grown, accrued. And that ſhe the ſaid *A. B.* ſhall not, nor will, at any time hereafter, claim, challenge, demand or ſeek to have any Dower, or other manner of Eſtate, Right, Title, or Intereſt of, in, to, or out of, any of the Copyhold Lands, Tenements, or Hereditaments, which late were of the ſaid *C. B.* lying and being in *H.* in the foreſaid County of *L.* and holden as of the Mannor of the ſaid *C.* in the ſaid County of *L.* And that ſhe ſhall and will at any time hereafter, upon reaſonable Requeſt to her in that behalf to be made, and at the coſts and charges

charges in the Law of the ſaid *C. D.* and *E.* his wife, their Heirs and Aſſigns, either by Surrender, or by any other ſuch way or means, according to the Cuſtom of the ſaid Mannor, as by the ſaid *L. O.* and *E.* or either of them, their Heirs or Aſſigns, or by their or any of their Counſel learned in the Laws, ſhall be reaſonably deviſed or required, releaſe, remit, and quit claim to them, the ſaid *L. O.* and *E.* their Heirs or Aſſigns, all ſuch Eſtate, Right, Title, Intereſt, Dower, Title of Dower, Claim and Demand whatſoever, as he the ſaid *A. B.* hath, may, ſhould, might, or ought to have, by the Cuſtom of the ſaid Mannor of *C.* or otherwiſe howſoever, of, in, to or out of, all or any of the ſame Copyhold Lands, Tenements, Hereditaments, or any part or parcel thereof, by reaſon of her Inter-marriage with the ſaid *B. B.* or by reaſon of any Joynture or other Right, Title, or Means whatſoever, made, come, grown, or accrued to her the ſaid *A. B.* before the day of the date hereof, ſo as for the making, doing, or executing of the ſame Releaſe, or other Aſſurance, ſhe be not compelled in perſon to travel or go out of the houſe or place where ſhe ſhall be inhabiting or abiding at the time of ſuch requeſt made or to be made. In conſideration of all which Premiſſes, the ſaid *L. O.* hath given, granted and confirmed; and by theſe Preſents doth for him, his Heirs, Executors, and Adminiſtrators, give, grant, and confirm to the ſaid *A. B.* one Annuity or Weekly Penſion of 20 *s.* by the week. To have, hold, receive, perceive, and enjoy the ſame Annuity or Weekly Penſion of 20*s.* to the ſaid *A. B.* and her Aſſigns, from, &c. now next coming, on Saturday in every week, weekly, for and during the natural life of the ſaid *A. B.* The ſame to be paid at or in the, &c. And the ſaid *L. O.* for himſelf, his Heirs, Executors, and Adminiſtrators, covenanteth and granteth, to and with the ſaid *A. B.* her Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That if and as often as it ſhall happen any default to be made, of or in payment of the ſaid weekly Penſion or Annuity, contrary to the form aforeſaid. That then and ſo often he the ſaid *L. O.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall forfeit and loſe the ſaid *A. B.* and her Aſſigns, (*nomine pœnæ*) the ſum of 20*s.* of, &c. And that he the ſaid *L. O.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will, from time to time, during the natural life of the ſaid *A. B.* (as often as any default of payment ſhall be made) truly pay, or cauſe to be paid, to her the ſaid *A.* or her Aſſigns, every ſuch 20*s.* whereof default ſhall be made in payment, together with every ſuch Sum to be forfeited (*nomine pœnæ*) upon the next Saturday after any ſuch Default made in payment thereof. In Witneſs, &c.

A Releaſe of Dower by a Widow.

TO all Chriſtian People to whom this preſent Writing ſhall come, I *A. B.* wid. late wife of *E. W.* late Cit. and *F.* of *L.* deceaſed, ſend Greeting, &c. Know ye, That I the ſaid *A. B.* in my pure Widowhood and lawful Authority, have remiſed, releaſed, and utterly, for me, mine Heirs and Aſſigns

for ever, have quit-claimed unto *G. S.* being in his Poſſeſſion, and to his Heirs and Aſſigns for ever, all mine Eſtate, Claim, and Right, as I the ſaid *A.B.* ever have had, now have, or hereafter may have, by reaſon of my Dower of and in the third part of one Tenement, with the Appurtenances ſcil' &c. now or late in the, &c. which ſaid Tenement with the Appurtenances, the ſaid *G.* lately purchaſed of the ſaid *E.* my late Husband; ſo that neither I, nor any other in my name, ſhall or may, at any time hereafter, have or claim any Right, Claim, Intereſt, or Dower in the ſaid Tenement, and other the Premiſſes, with their Appurtenances, or of or in any part or parcel thereof. But that we, and every of us, ſhall for ever hereafter, by theſe preſents, be excluded and barred of and from all Action, Claim, and Demand of Dower. **In Witneſs**, *&c.*

A Releaſe of Dower after Recovery thereof.

TO all Chriſtian People, &c. I *A.L.* of *L.* Widow, late Wife of *A.L.* late Cit. and H. of *L.* deceaſed, ſend Greeting, &c. **Whereas** the ſaid *A.L.* my ſaid late Husband, and I the ſaid *A. L.* in the life-time of the ſaid *A. L.* have by vertue of the Kings Majeſties Writ of Dower *unde nihil habet* in that behalf directed to the then Mayor and Sheriffs of *L.* recovered againſt *T.L.* of *L.* Gent. Son and Heir of *I. L.* late of *L.* Gent. deceaſed, by the name of *T. L.* Gent. in the *Huſtings* of *Common Pleas* holden in the *Guild-Hall* within the City of *L.* according to the Cuſtom of the ſame City, for my Dower, one third part of all that Meſſuage or Tenement with the Appurtenances, commonly called or known by the name of the ſign of the *L.* lit. &c. late in the Tenure or Occupation, &c. or of their Aſſign or Aſſigns, Leſſee or Leſſees, by the name of the third part of a Meſſuage, with the Appurtenances, ſituate, &c. as by the Records of the ſame Court more at large it doth and may appear. **Now know ye**, That I the ſaid *A. L.* for divers good Cauſes and Conſiderations me thereunto eſpecially moving, do by theſe preſents acquit and diſcharge the ſaid *T. L.* his Heirs, Executors and Adminiſtrators, and every of them, and the ſaid Meſſuage or Tenement and every part and parcel thereof, of and for the Suit, Recovery and Judgment of them, or otherwiſe howſoever obtained in the ſaid Court as aforeſaid, and of and from all ſuch Execution and Executions, as I the ſaid *A.* might or may have againſt the ſaid *T.L.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt the ſaid Meſſuage or Tenement, or any part thereof, upon or by vertue of the ſaid Recovery or Judgment, or either of them, or otherwiſe howſoever for my Dower aforeſaid. **And alſo**, I do by theſe preſents grant, releaſe, remit, and quit-claim unto the ſaid *T.L.* and *R.S.* (in their full and peaceable poſſeſſion and ſeiſin being) and to the Heirs and Aſſigns of the ſaid *T. L.* for ever, all ſuch Eſtate, Right, Title, Intereſt, Dower, and Title of Dower, Claim, and Demand whatſoever, as I the ſaid *A.L.* have, ſhould, may, might or ought to have, claim or demand of, in, to, or

out of the ſaid Meſſuage or Tenement, with the Appurtenances, and of, in, and to every or any part thereof by vertue of the ſaid Recovery, and the Judgment thereupon given, or either of them, or otherwiſe howſoever; So as neither I the ſaid *A.* nor any other for me, or in my name, ſhall or may hereafter claim, challenge or demand any manner of Eſtate, Right, Title, Dower, Execution, or Intereſt, in, to, or out of the ſame Premiſſes, with the Appurtenances, or any part or parcel thereof: But that I the ſaid *A.* and my Heirs, ſhall, at all times hereafter, be fully and utterly barred and excluded from having or claiming of any ſuch Eſtate, Right, Title, Dower, or Execution or Intereſt, of, in, to, or out of the ſame Premiſſes, or any part thereof, or any Action or Actions for or concerning the ſame to theſe preſents. In Witneſs, &c.

A Leaſe for a year, whereon to ground a Releaſe.

THis Indenture, &c. Between *A. B.* of the one part, and *C. D.* of the other part, Witneſſeth, That the ſaid *A. B.* for and in conſideration of the Sum of 5*s.* of lawful money of *England* to him in hand paid by the ſaid *C. D.* the receipt whereof he doth hereby acknowledg, hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *C. D.* all that Meſſuage, &c. and the Reverſion and Reverſions, Remainder and Remainders, together with the Rents and Profits of the Premiſſes, and of every part and parcel thereof. To have and to hold the ſaid, &c. and all and ſingular other the Premiſſes herein mentioned, and intended to be hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors and Aſſigns, from the day before the date hereof, for and during the term of one whole year, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore the yearly rent of one Pepper-corn, at the Feaſt of St. *M.* the Arch. only, if the ſame be demanded, to the intent, that by vertue of theſe Preſents, and of the Statute, for transferring Uſes into Poſſeſſion, the ſaid *C. D.* may be in the actual poſſeſſion of the Premiſſes, and be enabled to accept a Grant of the Reverſion and Inheritance thereof, to him and his Heirs: In Witneſs whereof, &c.

The Releaſe.

THis Indenture made, &c. Between *T. H.* of the Pariſh of *D.* in *L.* Gent. and *I. H.* of the Pariſh of *M.* in the County of *M.* Mer. and *A.* his wife; *I. W.* in the Pariſh of *M.* Eſq; and *B.* his Wife, of the one part; and *K. S.* of *R.* in the County of *L.* Gent. on the other part, Witneſſeth, That for and in conſideration of the Sum of, &c. of lawful money of *England*, to the ſaid *T. H.* in hand paid by the ſaid *K. S.* at and before the enſealing and delivery

livery of theſe Preſents, the Receipt whereof he doth hereby acknowledg and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid *K. S.* his Executors and Adminiſtrators, and every of them by theſe preſents, and of the ſeveral Sums of 5s. of like money of *England* to the ſaid *I.H.* and *I.W.* in hand paid by the ſaid *K.S.* the Receipt whereof they do likewiſe hereby acknowledg, the ſaid *T.H.* and the ſaid *I. H.* and *I.W.* with conſent, and at the requeſt and appointment of the ſaid *T. H.* have granted, aliened, releaſed, and confirmed, and by theſe Preſents do grant, alien, releaſe and confirm, unto the ſaid *K.S.* in his actual poſſeſſion, now being by vertue of a bargain and ſale to him thereof made, for one whole year by Indenture, bearing date the day before the date hereof, and by force of the Statute for transferring Uſes into Poſſeſſions, and to his Heirs and Aſſigns, All thoſe Cloſes, or encloſed Paſtures, Ground, commonly called or known by the name or names, &c. containing by eſtimation 111 Acres, be they more or leſs, lying and being in *N.* in the County of *L.* now or late in the tenure and occupation of the ſaid *K.S.* or his Aſſigns, and all and ſingular other the Lands, Tenements, Cloſes, and Hereditaments whatſoever in *N.* aforeſaid, whereof or wherein the ſaid *T.H. I. H.* and *I.W.* or any of them, have any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder, or Expectance, and all the Eſtate, Right, Title, Intereſt, Reverſion, Claim and Demand whatſoever of them the ſaid *T.H. I.H.* and *I.W.* and every or any of them, of, in, and unto the Premiſſes, and every, or any part or parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents and Profits of the Premiſſes, and of every part and parcel thereof, **To have and to hold** the ſaid Cloſes, and all and ſingular other the Premiſſes herein before mentioned, and intended to be hereby granted, with the Appurtenances, unto the ſaid *K. S.* and his Heirs, to the uſe of the ſaid *K. S.* and of his Heirs and Aſſigns for ever. And the ſaid *T. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant, to and with the ſaid *K. S.* his Heirs and Aſſigns, by theſe Preſents, That he the ſaid *T. H.* and the ſaid *I. H.* and *I. W.* or ſome or one of them, now are, or one of them now is, and ſtandeth lawfully and rightfully ſeiſed of and in the ſaid Cloſes and Premiſſes, with their Appurtenances, of a good, ſure, perfect, abſolute, and indefeaſeable Eſtate in Fee-ſimple, and now have, or ſome, or one of them now hath, good, rightful power, and lawful and abſolute authority, to grant and convey the ſaid Cloſes and Premiſſes unto the ſaid *K. S.* and his Heirs, according to the purport, true intent, and meaning of theſe Preſents; and that it ſhall and may be lawful, to and for the ſaid *K. S.* his Heirs and Aſſigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, poſſeſs and enjoy the ſaid Cloſes, and all and ſingular other the Premiſſes herein before mentioned, and intended to be hereby granted, with their Appurtenances, without any lawful let, ſuit, trouble, or interruption, of him the ſaid *T.H.* his Heirs, or Aſſigns, or any other perſon or perſons whatſoever, except as is herein after excepted; diſcharged of and from all Incumbrances whatſoever (the Rents and Services from henceforth to grow due and payable to the Lord or Lords of the Fee or Fees of the Premiſſes, for and in reſpect of his

Conſiderations.

Grant and Releaſe.

Habendum.

or

of their Seigniority, and one Leaſe by Indenture, bearing date, &c. made of the Premiſſes by the ſaid *I.* unto the ſaid *K. S.* for the term of 21 years, whereupon the yearly Rent of, &c. is reſerved, only excepted and foreprized.) And the ſaid *I. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant, to and with the ſaid *K. S.* his Heirs and Aſſigns, by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *K. S.* his Heirs, and Aſſigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, and poſſeſs, and enjoy the ſaid Cloſes and Premiſſes, with their Appurtenances, without the lawful let, ſuit, trouble, or interruption of him the ſaid *I. H.* his Heirs or Aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim, in, by, from or under him, them, or any of them, (except before excepted.) The like Covenant for Mr. *I. W.* And the ſaid *T. H. I. H.* and *I. W.* for them, their Heirs, Executors, and Adminiſtrators, do Covenant and Grant to and with the ſaid *K. S.* his Heirs and Aſſigns by theſe Preſents, That they the ſaid *T. H. I. H.* and *I. W.* and *E.* his wife, and their Heirs, ſhall and will at any time or times hereafter, during the ſpace of ſeven years next enſuing the date hereof, upon the requeſt, and at the coſt and charges in the Law of the ſaid K. *S.* his Heirs or Aſſigns, do, make, and execute, or cauſe, or procure to be made, done, executed, all and every ſuch further and other act and acts, conveyances, and aſſurances in the Law whatſoever, for the further and better conveying and aſſuring the ſaid Cloſes and Premiſſes, with their Appurtenances, unto the ſaid K. *S.* and his Heirs, to the uſe of the ſaid K. *S.* and of his Heirs and Aſſigns for ever, be it by Fine or Fines, or otherwiſe howſoever, as by the Councel learned in the Law of the ſaid K. *S.* his Heirs or Aſſigns, ſhall be reaſonably deviſed or required, ſo as ſuch further aſſurance contain no further covenant or warranty, than in theſe preſents is contained, and ſo as the Parties to make the ſame be not thereby compelled or compellable to travel above 14 miles from the place or places of their uſual abode for doing thereof. And the ſaid *T. H.* for him and his Heirs, the ſaid Cloſes and other the Premiſſes, with their Appurtenances, unto the ſaid K. *S.* and his Heirs, againſt him the ſaid *I. H.* and his Heirs, and all claiming or to claim in, by, from or under him, them, or any of them ſhall and will warrant for ever, and defend by theſe preſents, and the ſaid *I. W.* for him and his Heirs, the Cloſes, and all other the Premiſſes, with their Appurtenances, unto the ſaid K. *S.* and his Heirs, againſt him the ſaid *I. W.* and his Heirs, and all claiming, or to claim, by, from or under him, them, or any of them, or by, from, or under *I. W.* Eſquire deceaſed, late Father of the ſaid *I. W.* ſhall and will warrant and defend for ever by theſe Preſents, &c.

A Release of Title to Land.

Considerations. *Release.*

TO all Persons to whom these Presents shall come, *I.C.* of, &c. eldest Son of *I.C.* late of, &c. and *E.* his wife also deceased, sendeth Greeting: Know ye, That I the said *I.C.* for and in consideration of a competent Sum of money to be paid by *T.C.* of, &c. *F.B.* of, &c. and *S.B.* of, &c. have remised, released, and for ever quit claimed, and by these Presents do for me, my Heirs and Assigns, fully, clearly, and absolutely, remise, release, and for ever quit claim, unto the said *T.C. F.B.* and *S.B.* (in their full and peaceable possession, and Seisin being) and to their Heirs and Assigns for ever, all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, which I the said *I.C.* now have, or which I or my Heirs at any time hereafter may or ought to have, of, in, or to all that Capital Messuage, and the Lands, Tenements, and Hereditaments thereunto belonging, called, &c. with the Appurtenances containing, &c. more or less, situate, lying, and being in, &c. late in the tenure or occupation of, &c. and particularly of, in, and to all that and those Close and Closes, piece and pieces, parcel and parcels of Land, Meadows, Pasture, and Ground in, &c. aforesaid, called or known by the name of, &c. with the Appurtenances, **To have and to hold** all and singular the said Messuage, Lands, Tenements, Hereditaments, and Premisses, and every part and parcel thereof, with their and every of their Appurtenances unto the said *T.C.* and *F.B.* their Heirs or Assigns for ever, so that neither I the said *I.C.* nor my Heirs, nor any other person or persons for me or them, or in mine or their name or names, right, title or stead, shall or may by any ways and means hereafter, have, claim, challenge or demand any Estate or Interest of, in or to the same Premisses, or any part thereof, but from all Action, Right, Estate, Title, Interest, and Demand, of, in, or to the Premisses, and every of them, shall and will be utterly excluded and debarred for ever by these presents. And I the said *I.C.* and my Heirs, the said Capital Messuage, Lands, Tenements, Hereditaments, and Premisses, and every part and parcel thereof, with their, and every of their Appurtenances, unto the said *T.C. F.B.* and *S.B.* and their Heirs, to their own proper use and uses, against me and my Heirs, and all and every other person and persons lawfully claiming, by, from, or under me the said *I.C.* *Warranty.* shall and will warrant, and for ever defend by these presents. In Witness, &c.

An Acquittance upon an Indenture of Mortgage, with a Releaſe of all Covenants in the ſame, and of the Mortgagees Claim in the Land mortgaged.

TO all, &c. *T. R.* of *C.* in the County of *C.* Eſq; ſendeth greeting. Whereby a pair of Indentures, bearing date, &c. made between the Right Honourable *E. F.* Kr. of the moſt noble Order, &c. Lord *C.* &c. on the one part, and me the ſaid *T. R.* on the other part; The ſaid Lord *C.* hath given, granted, bargained, and ſold to me the ſaid *T. R.* and to mine Heirs and Aſſigns for ever, all thoſe Lordſhips, Mannors and Parſonages of *B.* and all that the Mannor and Parſonage of *F.* of the County of *L.* with all the Rights, Members and Appurtenances of the ſame, with divers other things in the ſaid Indentures mentioned, upon and under this Condition, That if the ſaid Lord *C.* his Heirs or Aſſigns, ſhould pay or cauſe to be paid to me the ſaid *T. R.* mine Executors, Adminiſtrators, or Aſſigns, the Sum of 780 *l.* of, &c. on the laſt day of this preſent month of *A.* in this preſent year of our Lord God, &c. at the then dwelling houſe of me the ſaid *T. R.* ſet and being in the Pariſh of St. *M.* in *L.* within the City of *L.* between the hours, &c. that then and from thenceforth the ſaid Indenture, and the Enrollment thereof, and all Covenants and Grants therein expreſſed, ſhould be void and fruſtrate, as by the ſaid Indenture now cancelled may appear. *Recital of the Mortgage.*

Know ye, That I the ſaid *T. R.* on the day of the date hereof, have had and received of the ſaid Lord *C.* the ſaid Sum of 780 *l.* and every parcel thereof, in full diſcharge and performance of the Condition aforeſaid. *Receipt.* And thereupon I have as well agreed to the ſaid Cancelling of the ſaid Indentures; as alſo I do promiſe, for and in conſideration of the ſaid Sum of Money ſo to me paid, to appear in the High-Court of *Chancery*, upon reaſonable Requeſt, and at the Coſts and Charges of the ſaid Lord *C.* his Heirs or Aſſigns, there acknowledging, that I am fully ſatisfied and paid the ſaid 780 *l.* and that the Conditions aforeſaid to me-wards, is fully and truly diſcharged and performed; and there alſo give my full and plain Conſent, to the cancelling and making void of the ſaid Enrollment and Record of the ſaid Indenture, before the Maſter of the Rolls, or ſuch other Officer, as then ſhall have Authority to take the ſame knowledg. *To cancel and make void the Enrollment.* And further, I the ſaid *T. R.* for the ſaid conſideration do remiſe and clearly releaſe unto the ſaid Lord *C.* his Heirs and Executors, all Bonds, Recognizances, and Deeds obligatory whatſoever, wherein the ſaid Lord *C.* is bound to me, for performance of the Covenants and Articles of the ſaid Indenture, and alſo all and every the ſame Covenants and Articles, and all the Right, Eſtate, and Title whatſoever, which I the ſaid *T. R.* mine Heirs or Aſſigns, at any time hereafter, ſhall or may claim of or in the Premiſſes, or any part thereof, of all and ſingular which Premiſſes the ſaid Lord *C.* now is fully and peaceably poſſeſſed. *Releaſe.* In Witneſs, *&c.*

A Releaſe in Land by one Joynt-Tenant to another.

TO all, &c. *R.P.* of *L.* Gent. ſendeth Greeting in our Lord God everlaſting. Know ye, That I the ſaid *R.P.* for good conſideration me moving, have remiſed and releaſed, and by theſe preſents for me and my Heirs do remiſe, releaſe, and altogether for ever quit-claim, unto *H.C.* of *L.* aforeſaid, Gent. in his full and peaceable poſſeſſion and ſeiſin being, and to the Heirs and Aſſigns of the ſaid *H.* all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Claim, and Demand whatſoever, which I the ſaid *R. P.* ever had, have, or which hereafter I or my Heirs can or may claim to have, to, of, and in all that Meſſuage or Tenement lying and being in *C.* in the County of *E.* with the Appurtenances, now or late in the Tenure of, &c. and one Meſſuage or Tenement, &c. All which and ſingular the Premiſſes, our Sovereign Lord, &c. by his Highneſs Letters Patents, bearing date, &c. amongſt other things, did grant to me the ſaid *R.* and to the ſaid *H.C.* in Joynt-Tenancy, and to our Heirs for ever, or to, of, or in part or parcel of the Premiſſes, or any of them, ſo that neither I the ſaid *R.P.* nor my Heirs, any Right, Eſtate, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Claim, and Demand, to, of or in the Premiſſes, or any part thereof, at any time hereafter, can or may claim, challenge, or require, but of and from all action of Right, State, Title, Intereſt, and Demand thereunto, or to any part thereof, to be had, I the ſaid *R.* and my Heirs be altogether barred, and for ever excluded, by theſe preſents. In Witneſs, *&c.*

A Releaſe by one Executor to another of the Debts due to the Teſtator at his deceaſe.

THis Indenture, &c. Between *B. B.* one of the Sons, and one of the Executors of the Teſtament of *H.B.* late Cit. and Ald. of *L.* deceaſed, on the one part; and *P.B.* and *W. B.* two other of the Sons; and alſo two of the Executors of the Teſtament of the ſaid *H. B.* on the other part, Witneſſeth, That the ſaid *B. B.* for divers good and ſpecial cauſes, &c. Hath given, aſſigned, releaſed, confirmed, and delivered up, and by theſe preſents doth give, &c. unto the ſaid *P.* and *W. B.* all the Right, Intereſt, Title, Claim, and Demand which the ſaid *B.* hath, or which he as Executor of the Teſtament of the ſaid *H. B.* or by vertue of any Legacy, Gift, Bequeſt, or Appointment to him made, by the ſaid *H. B.* in or by his laſt Will or Teſtament, or by any other way or means whatſoever, hereafter can or may have, or claim to have, or of, in, and to all and ſingular Debt and Debts, Sum and Sums of money whatſoever, which were

were of the ſaid *H.B.* and to him were due or owing at the time of his deceaſe. And the ſaid *B. B.* for him, &c. covenanteth, &c. in manner, &c. viz. That he the ſaid *B.* his Executors or Adminiſtrators, ſhall not at any time hereafter challenge, claim, receive, take, demand, or ſue for, to have any of the Debt or Debts, Sum or Sums of money aforeſaid, either of or againſt the ſaid *P.* and *W.* or either of them, their or either of their Executors or Adminiſtrators, or of or againſt any perſon or perſons which doth owe or detain the ſaid Debt or Debts, Sum or Sums of money aforeſaid, or any of them. And alſo, That he the ſaid *B. B.* heretofore hath not diſcharged or releaſed or at any time hereafter ſhall not diſcharge or releaſe, any Debt, or Debts aforeſaid; or any part or parcel of the ſame Debt or Debts, or any Suit, Judgment, or Execution to be given or had for the ſame, or any part thereof, unleſs it be at the ſpecial Requeſt, and by the conſent and agreement of the ſaid *P.* and *W.* or of the Survivor of them, firſt thereunto had. In Witneſs, &c.

A Releaſe of all Right and Title to Lands.

TO all Chriſtian People to whom theſe preſents ſhall come, *R.B.* of *C.* in the County of *D.* Gent. Greeting. Know ye, That I the ſaid *R. B.* as well in part of performance of certain Covenants and Agreements, contained, ſpecified, and declared, in certain Indentures, bearing date the 20 day of *J.* laſt paſt, made between me the ſaid *R.B.* of the one part, and *G.H.* of *I.* in the County of *S.* Gent. of the other part; as for divers other good, juſt, and reaſonable Cauſes and Conſiderations me thereunto eſpecially moving, have remiſed, releaſed, and altogether, of and for me and my Heirs for ever, quit-claimed unto the ſaid *G. H.* in his full and peaceable poſſeſſion and ſeiſin being, and to his Heirs and Aſſigns for ever, all my Right, State, Title, Claim, Uſe, Poſſeſſion, Reverſion, Intereſt, and Demand whatſoever, which I ever had, have, or by any means whatſoever hereafter may have, and which my Heirs hereafter may have, of and in all that the Manner of *C.* in the County of *T.* and of and in all and ſingular Meſſuages, Cottages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Toſts, Croſts, Lands, Tenements, Meadows, Feedings, Paſtures, Mills, Woods, Underwoods, Arable Lands, Common of Paſture, Rents, Reverſions, Moors, Moſſes, Mines, Quarries, Waters, Pools, Fiſhings, Court-Leets, Profits of Courts, Waiſes, Eſtrays, Franchiſes, Liberties, Profits, Commodities, and Hereditaments whatſoever, with all and ſingular their Appurtenances in *C.* aforeſaid, to the ſaid Manor, in any wiſe belonging or appertaining, or heretofore, accepted, reputed, taken, known, uſed, occupied, or demiſed, with the Appurtenances, or any part or parcel thereof; and alſo of and in the Reverſion and Reverſions of all and ſingular the Premiſſes whatſoever, and of every part and parcel thereof, ſo that neither I the ſaid *R. B.* nor my Heirs, nor any other perſon or perſons for us, or in our names, any Right,

Right, State, Title, Claim, Uſe, Intereſt, Dower, Title of Dower, or Demand, of and in the aforeſaid Manour, Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, and Hereditaments, and other the Premiſſes with all and ſingular their Appurtenances, or any part or parcel thereof, may from henceforth require, claim, or challenge the ſame, but from all Action of Right, State, Title, Claim, Uſe, Poſſeſſion, Reverſion, Dower, Title of Dower, Intereſt, or Demand, to have or ſeek, ſhall be for ever excluded and debarred, by theſe preſents. And I the ſaid *R. B.* and my Heirs, all and ſingular the Premiſſes before expreſſed and ſpecified, with all and ſingular the Appurtenances to the ſaid *A. B.* his Heirs and Aſſigns, againſt me and my Heirs, will warrant, and for ever defend, by theſe preſents. In Witneſs whereof, &c.

Upon a Mortgage.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *T. H.* Cit. and G. of *L.* ſend greeting. Know ye, That I the ſaid *T. H.* have received and had, this preſent day of the Date hereof, of *W. L.* of *F.* in the County of *E.* Gent. the full Sum of 100 *l.* of lawful money of *England*, &c. to me for the Redemption of thoſe two Tenements, with their Appurtenances, ſet, lying, and being in *S.* in the Pariſh of St. *B.* within the City of *L.* and of all other the Lands, Tenements, and Hereditaments of the ſaid *W. L.* which he lately mortgaged unto me for the ſaid Sum, and which ſaid Sum of 100 *l.* I have received and had of the ſaid *W. L.* according to the Condition limited, and made, for the redeeming of the Premiſſes, and I do confeſs, that by the payment of the ſaid Sum, all my Intereſt, Right, and Title, of, in, and to the ſaid Tenements, and other the Premiſſes, is clearly and abſolutely extinguiſhed; and that the ſaid *W. L.* is thereof ſeized to the uſe of him and his Heirs, as in his former Eſtate. Know ye therefore further, That I the ſaid *T. H.* have remiſed, releaſed, and by theſe preſents, for me and my Heirs, do remiſe, releaſe, and quit claim unto the ſaid *W. L.* in his full and peaceable poſſeſſion and Seiſin being, and to his Heirs for ever, all my Right, Eſtate, Claim, Uſe, Poſſeſſion, Reverſion, Remainder, and Demand whatſoever, which I ever had, now have, or hereafter may have, or which my Heirs ſhall or may have, of, in, or to the ſaid two Tenements, and other the Premiſſes; or of, in, or to any part or parcel thereof. To have and to hold the ſaid two Tenements, and all other the Premiſſes, with the Appurtenances, unto the ſaid *W. L.* his Heirs and Aſſigns for ever, with a Warranty as in the laſt precedent.

Recital of the money received, &c.

Releaſe.

In

From a Man to his Ward.

TO all to whom, &c. *R. H.* of *M.* in the County, &c. ſends greeting: Whereas the Queens moſt excellent Majeſty that now is, by her Graces Letters Patents, under the Great Seal of *England*, bearing date at *W.* &c. hath granted to me the ſaid *R. H.* the cuſtody of the Body and Marriage of *T. B.* Son and Heir of *F. B.* Eſq; deceaſed. Know ye, That I the ſaid *R. H.* in conſideration of a certain Sum of Money, and for other good cauſes and conſiderations me thereunto moving, do by theſe Preſents remiſe and releaſe all Actions, Suits, Forfeitures, Penalties, Executions, and Demands whatſoever, which I the ſaid *R. H.* have or may have againſt the ſaid *T. B.* his Heirs and Executors, by virtue of the ſaid Grant to me made of the ſaid Wardſhip and Marriage, or by reaſon that he the ſaid *T. B.* hath married himſelf without my conſent, ſo that I the ſaid *R. H.* my Heirs, Executors, or Adminiſtrators, ſhall not at any time hereafter ſue, trouble, or impeach the ſaid *T. B.* his Executors or Adminiſtrators, for or concerning the ſaid Marriage, or for or concerning any other matter or thing touching the ſaid Wardſhip. In Witneſs whereof, &c.

A Releaſe of Errors.

TO all to whom theſe Preſents ſhall come, *T. C.* ſendeth Greeting: Know ye, That I the ſaid *T. C.* for divers good cauſes and conſiderations me thereunto moving, have remiſed, releaſed, and for me, my Heirs, Executors, and Adminiſtrators, for ever quit-claimed, and by theſe Preſents, do remiſe, releaſe, and for ever quit-claim, unto *R. C.* his Heirs, Executors, and Adminiſtrators, all Actions and Writs of *Error* and *Errors*, and all *Errors* whatſoever, which I the ſaid *T. C.* or my Heirs might have or proſecute againſt the ſaid *R. C.* his Heirs, Executors, or Adminiſtrators. In Witneſs, &c.

Another Releaſe by Executors.

Releaſe.

KNow all men by theſe Preſents, That we *I. H.* of *I.* in the County of *S.* Yeo. and *T. H.* of, &c. Yeo. Executors of the laſt Will and Teſtament of *H. H.* &c. deceaſed. Have remiſed, releaſed, and for ever quit-claimed unto *R. H.* of, &c. Yeo. his Heirs, Executors, and Adminiſtrators, all and all manner of Actions, Plaints, Writs, Suits, &c. that ſhall or may ariſe, accrew, happen, or grow in any wiſe hereafter, by colour or means of any Obligation with Condition ſubſequent or indorſed, Bill Obligatory, or ſingle Bill, or other ſpecialty whatſoever, heretofore made by him the ſaid *R. H.* upon any Contract, Covenant, Concluſion, and Agreement in any wiſe, between them the ſaid *R. H.* and *H. H.* And alſo know, That neither we the ſaid *I. H.* or *T. H.* our Heirs, Executors, or Adminiſtrators, nor any of us, ſhall or will commence, or cauſe to be commenced, any manner of Action or Suit againſt the ſaid *R. H.* his Heirs, Executors, or Adminiſtrators, or any of them, for, touching, or concerning any Debt, Duty, or Demand, due by ſpecialty or otherwiſe, unto him the ſaid *H. H.* deceaſed: And if heretofore we have made and delivered any Letters of Attorney, or other Writing to any perſon or perſons, to ſue, arreſt, or implead, &c. the ſaid *R. H.* we do hereby fully, wholly, and abſolutely retract, abrogate and diſannul the ſame, as if no ſuch Letter of Attorney or other Writing had been made. And laſtly, We the ſaid *I. H.* and *T. H.* do further covenant, promiſe and agree, to and with the ſaid *R. H.* by theſe Preſents, That if any perſon or perſons whatſoever, ſhall notwithſtanding this Releaſe and Revocation, commence any Suit in any Court againſt the ſaid *R. H.* his Heirs, Executors, or Adminiſtrators, upon any ſuch ſpecialty, by force or colour of the ſaid Letter of Attorney, that we the ſaid *I. H.* and *T. H.* will not only in Court immediately make a Retraxit and diſcontinuance of the ſaid Suit, ſo much as in our power conſiſteth, but will alſo make any other or further Releaſe to this effect, upon reaſonable Requeſt unto us made, and at his coſts and charges, &c.

Not to commence any Action concerning the ſame.

Further to Releaſe upon requeſt.

Of Joynture and Dower.

Conſideration.

KNow all men by theſe Preſents, That I Dame *D. W.* Widow, Executrix and late Wife to Sir *G. W.* Kt. in conſideration that the ſaid Sir *P. W.* Brother of the ſaid Sir *G. W.* ſtandeth bounden to pay yearly the Sum of 300 l. to me during my life, and for divers other good and juſt conſiderations, me eſpecially moving, have remiſed and releaſed, and by theſe Preſents for me, my Executors, and Adminiſtrators, do remiſe and releaſe unto the ſaid Sir *P. W.*

one

one Recognizance, whereby the ſaid Sir *P. W.* then Eſq; became bound unto the ſaid Sir *G. W.* in the Sum of 5000 *l.* and all Actions, Suits, Executions, and Demands by reaſon thereof, or of any other matter, thing, or cauſe, had, made, or done unto the ſaid Sir *G. W.* Know ye further, That I the ſaid Dame *D.* for the conſiderations aforeſaid, have granted, ſurrendred, releaſed, and confirmed; and by theſe Preſents do grant, ſurrender, releaſe, and confirm unto the ſaid Sir *P. W.* and his Heirs, my Joynture and Dower, and all my Right and Title of Joynture and Dower, and all the Eſtate, Right, Uſe, Poſſeſſion, Intereſt and Demand whatſoever, which I the ſaid Dame *D. W.* had, have, may, or ought to have, in or to all and ſingular Mannors, Lands, Tenements, and Hereditaments whatſoever, in the ſeveral Counties of *N.* and *L.* or elſewhere, within the Realm of *England*, which were the Mannors and Lands of Sir *N. W.* Kt. Father of the ſaid Sir *G.* and Sir *P.* by virtue or means of any Award, Feoffment, Teſtament, Deed, Writing, or any other way whatſoever: To have and to hold all and ſingular the ſaid Mannors, Lands, Tenements and Hereditaments, and all other the Premiſſes, unto the ſaid Sir *P. W.* his Heirs and Aſſigns for ever, free and clearly diſcharged, of and from all former Eſtates, Charges, and Incumbrances whatſoever, had, made, or done by me the ſaid Dame *D. W.* or any other perſon or perſons whatſoever, lawfully claiming by, from, or under me. In Witneſs, &c.

Grant, Surrender, and Releaſe.

Habend. with warranty againſt her, or any claiming by her.

Of Lands and Actions.

KNow all men by theſe Preſents, That I *W. L.* of *M.* in the County of *N.* Gent. for divers good cauſes and conſiderations, me thereunto moving, have granted, remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents for me, my Heirs, Executors, and Adminiſtrators, do grant, remiſe, releaſe, and for ever quit-claim, unto *R. L.* Widow, the late Wife of *T. L.* late of *M.* aforeſaid, Eſq; all and all manner of Actions, as well real as perſonal, Suits, Quarrels, Debts, Treſpaſſes, Complaints, and Debates whatſoever, which I the ſaid *W. L.* my Heirs, Executors, or Adminiſtrators, or any of us heretofore had, or at any time hereafter, may, might, ought, or could have againſt the ſaid *G. L.* her Executors, or Adminiſtrators, or any of them, for or by reaſon of any matter, thing, or cauſe whatſoever, from the beginning of the world, until the day of the date of theſe Preſents. And alſo all the Eſtate, Right, Title, Intereſt, Term, and Demand whatſoever, which I the ſaid *W. L.* my Heirs, Executors, Adminiſtrators, or Aſſigns, or any of us now have, or at any time hereafter, may, can, might, ſhould, ought, or could in any ſort, have, pretend, claim, or challenge to have, of, in, or to one Capital Meſſuage or Tenement, with the Appurtenances, commonly called or known by the name of the *V.* ſituate, lying, and being in *M.* aforeſaid, and of, in, and to all or any the Houſes, Edifices, Buildings, Lands, Tenements, and Hereditaments whatſoever, to the ſaid Capital Meſſuage or Tenement belonging, or in any wiſe ap-

pertaining, or of, in or to any part or parcel thereof, by force of any Leaſe, or otherwiſe. In witneſs, &c.

Walmeſley.

For Receipt of Writings.

KNow all men by theſe Preſents, That I *A. B.* of *L.* Gent. have had and received, the day of the date of theſe Preſents, of *C. D.* of *M.* in the County of *D.* Yeo. all thoſe ſeveral Deeds, Charters, Evidences, Writings, and Minuments, which be particularly ſpecified and mentioned in a Schedule or Inventory, to theſe preſents being annexed, being parts and parcels of thoſe Deeds, Evidences, Charters, Writings, Minuments, and Copies, which he the ſaid *C.* by his Indenture of Bargain and Sale, bearing date with theſe preſents, hath covenanted and agreed to deliver, or cauſe to be delivered, to me the ſaid *A. B.* on this ſide the laſt day of *N.* now next coming, as by the ſaid Indenture, amongſt divers other Covenants, Grants, and Articles therein contained, more plainly at large may appear. Of which ſaid ſeveral Deeds, Charters, Evidences, Writings, and Minuments, and every parcel thereof, in the ſaid Schedule particularly ſpecified and mentioned, I do clearly and abſolutely acquit and diſcharge the ſaid *C. D.* his Heirs, Executors, and Adminiſtrators, by theſe preſents, ſealed with my Seal, given the day, &c.

An Acquittance made by an Attorney.

KNow all men by theſe Preſents, That I *E. F.* by virtue and authority of one Writing or Letter of Attorney made unto me by *C. H.* of *L.* Gent. have received the day of the date hereof, of *T. L.* of *B.* in the County of *M.* Yeo. the ſum of 40 s. for payment whereof, the ſaid *T. L.* ſtood bound to the ſaid *G. H.* by his Bill Obligatory, of which Sum of 40 s. ſo by me received, I acknowledg my ſelf, in the name of the ſaid *G. H.* to be truly and fully ſatisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid *T. L.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents. In Witneſs, &c.

Another Releaſe of Errors.

BE it known unto all men by theſe preſents, That I *W. F.* of *W.* in the County of *S.* Eſq; for divers good cauſes and conſiderations me thereunto moving, have remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents for me, my Executors and Adminiſtrators, do remiſe, releaſe, and for ever quit-claim, unto *I. S.* of *N.* in the ſaid County Gent. all and all manner of *Error* and *Errors*, Actions, Suits, Proceſs, and Writs of *Error* whatſoever, which I the ſaid *W. F.* my Executors or Adminiſtrators, or any of us heretofore had, now have, or at any time or times hereafter, may, can, might, ſhould, or ought to have, commence, proſecute, or purſue againſt the ſaid *I. S.* his Executors or Adminiſtrators, for, touching, or concerning, or upon, or by reaſon of any Judgment, or Judgments whatſoever, by, or in that behalf of him the ſaid *I. S.* at any time heretofore had, proſecuted, or obtained in any of the Kings Majeſties Courts whatſoever, againſt the ſaid *W. F.* in any wiſe, or againſt any other perſon or perſons, which were, or are in any ſort bound for, or with the ſaid *W. F.* for any matter, thing, or cauſe whatſoever, from the beginning of the World, until the day of the date hereof; In Witneſs, &c.

A Releaſe of Errors in a Fine.

THis Indenture made the 10th day of *M. An. Dom.* 1650. Between *R. D.* of *S.* in the County of *N.* Gent. on the one part, and *L. D.* Son and Heir apparent of the ſaid *I. S.* Eſq; Son and Heir apparent of Sir *T. S.* Kt. and *R. H.* of *N.* in the County of *C.* Eſq; Witneſſeth, That the ſaid *R. D.* for divers and ſundry good cauſes and conſiderations him thereunto moving, and eſpecially for and in conſideration of a Marriage already had and ſolemnized between the ſaid *R. D.* and *E.* the now wife of the ſaid *R.* and Mother of the ſaid *L. D.* hath remiſed, releaſed, and quit-claimed, and by theſe preſents, doth for him and his Heirs quit-claim, as well unto the ſaid *L. D.* and his Heirs, as unto the ſaid *I. S.* and *R. H.* their and every of their Heirs, all and all manner of Errors, Actions, and Writs of Errors, Judgments of Errors, Executions, Rights, and Demands whatſoever, whereunto the ſaid *R. D.* now is, or he or his Heirs hereafter ſhall be, in any wiſe intituled unto, by, or upon, or by reaſon, means, or occaſion of any Fine or Fines heretofore levied, ſithence the beginning of his Highneſs Reign that now is, unto the ſaid *T. S.* and *R. H.* or to either of them, and unto any perſon or perſons joyntly or ſeverally, or by reaſon of any Error or Errors whatſoever, therein or thereabouts had, committed, made, or

ſuffered; ſo that the ſaid *R. D.* and his Heirs, ſhall be thereof for ever by theſe Preſents excluded and barred: In Witneſs whereof, &c.

A general Releaſe touching Evidences and Writings.

BE it known unto all men by theſe Preſents, That I *R. D.* of *E.* in the County of *W.* Eſq; have had and received the day of the date hereof, of *A.G.* Wid. Executrix of the laſt Will and Teſtament of *T.G.* of *B.* in the ſaid County Gent. and *I. G.* Gent. Son and Heir of the ſaid *T. G.* one ancient Cheſt, plated with Iron-bars, containing all and every ſuch Boxes and parcels of Evidences, Mynuments, Eſcripts, Court-Rolls, Terrars, Charters, and Writings, concerning the Lands, Poſſeſſions, and Inheritance of *A.B.* late of *C.* in the County of *D.* Eſq; deceaſed, and now the Lands and Inheritance of me the ſaid *R. D.* as delivered and referred by the Right Honourable *T.* late Earl of *N.* deceaſed, to the cuſtody and ſafe keeping of the ſaid *T.G.* and remaining or left upon the death of the ſaid *T.G.* in the cuſtody or poſſeſſion of the ſaid *A.G.* and *I.* or either of them. Of all which ſaid Cheſt and Boxes, and all other the parcels of Evidences, Mynuments, Eſcripts, Charters, Court-Rolls, Terrars, and Writings aforeſaid, and of all and every Action, Challenge, Suit, and Demand whatſoever, touching the cuſtody, detaining, ſafe keeping, or delivery of the Cheſt, Boxes, and the ſaid Mynuments, Eſcripts, Charters, and Writings, and every of them, I the ſaid *R. D.* for me, my Heirs, Executors, and Adminiſtrators, do acquit, exonerate, and diſcharge the ſaid *A. G.* and *I. G.* their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of them, and either of them, by theſe Preſents: In Witneſs whereof, &c.

A General Releaſe by Executors.

TO all Chriſtian People, to whom this Preſent Writing ſhall come, *A. W.* of *B.* in the County of *D.* Wid. & *E. W.* of *B* in the ſaid County, Yeo. Executors of the Laſt Will and Teſtament of *I.W.* deceaſed, ſend Greeting: Know ye, That we the ſaid *A.W.* and *E.W.* and either of us, for divers good cauſes and conſiderations, us and either of us moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents, of and from us and either of us, our, and either of our Heirs, Executors, and Adminiſtrators, and every of us, do remiſe, releaſe, and quit-claim unto *R.S.* of *S.* in the County of *L.* Gent. all and all manner of Actions, Suits, Quarrels, Debts, Duties, Errors, Actions, Writ, and Writs of Errors and Demands whatſoever, which we, or either of us, heretofore had, now have, or hereafter ſhall, may, can, might, or ought to have againſt the ſaid *R.S.* his Heirs, Executors, or Adminiſtrators, or any of them, for, or by reaſon

reaſon of any Action, Suit, or Judgment, heretofore had, proſecuted, or obtained, by or in behalf of the ſaid *R. S.* againſt us the ſaid *A.* and *L.* or either of us, in his Majeſties Court of Common-Pleas, for or concerning, &c. for any matter, cauſe, or thing, from the beginning of the World, until the day of the date of theſe Preſents. In Witneſs whereof, &c.

Of Tythe Lead-Oar.

TO all to whom theſe Preſents ſhall come, *I. L.* of *N.* in the County of *N.* Eſq; *I. I.* of, &c. Gent. and *F.* his Wife, Siſter of the ſaid *I. L.* ſendeth Greeting: Whereas Sir *F. L.* Kt. did by Indenture or other ſufficient aſſurance, demiſe and grant unto the ſaid *I. L.* and *F.* his Siſter, all that his Tythe Lead-Oar, within the high *Peak* or elſewhere, within the County of *D.* with all and ſingular Commodities and Profits thereof, or thereunto belonging or appertaining, in what kind or order ſoever it was paid, with the Appurtenances thereunto belonging in ſuch manner and ſort, as *G. H.* his Aſſignee or Aſſignees then occupied the ſame Tythe Lead-Oar, for the term of 21 years, from the day of the Feaſt of *P.* next enſuing the date of the ſaid Indenture or conveyance, as by the ſame more fully appeareth. And whereas the ſaid *I. L.* and *F.* Siſter of the ſaid *I.* before the Marriage between her and *I. I.* have heretofore made a Grant and an Aſſignment in Writing to *G. E.* &c. for the Conveyance and Aſſurance of the ſaid Tythe Lead-Oar, with the Appurtenances, and all and ſingular Commodities and Profits thereunto belonging, for all the term of years which they had or claim in or to the ſame, and of all their and either of their Eſtates, Title, or Intereſt therein, by virtue of the Leaſe aforeſaid. Now the ſaid *I. L. I. I.* and *F.* his wife, for the further aſſurance of the ſaid Oar to the ſaid *E.* Have granted, confirmed, remiſed, and releaſed, by theſe Preſents do grant, confirm, and releaſe unto the ſaid *E.* of *S.* his Executors and Aſſigns, all the ſaid Tythe Lead-Oar, and all and every their and every of their Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which they the ſaid *I. L. I. I.* and *F.* his wife, or any of them have, had, or may claim and demand, of, in, or to the ſame, by virtue of the Leaſe aforeſaid; To have and to hold the ſame to the ſaid *E.* and his Aſſigns, for and during ſo many of the ſaid 21 years as yet remain unexpired; and during all ſuch term and intereſt, and in as ample manner and form as they the ſaid *I. I.* and *F.* his Wife, or any of them ought to have and hold the ſame, by virtue of the ſaid Leaſe. In Witneſs, &c.

A Releaſe with Warranty.

TO all to whom theſe Preſents ſhall come, *T. F.* of *G.* in the County of *H.* ſendeth Greeting. Whereas *G. F.* of *L.* in the ſaid County, Gent. had and purchaſed of me the ſaid *T. F.* one Meſſuage or Tenement, ſituate, lying, and being in *B.* in the ſaid County, and alſo all Lands, Meadows, Feedings, and Paſtures, Woods, Under-woods and Trees, of, in, and on the Premiſſes, growing and being; and the Land, Ground, and Soil where the ſaid Woods, Underwoods, and Trees do grow, and the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes, and the yearly Rents and Profits reſerved upon certain Demiſes and Grants of the Premiſſes any way made, and to the late diſſolved Monaſtery of *B.* aforeſaid, in the County aforeſaid, belonging and appertaining, and part of the Poſſeſſions thereof being, To have and to hold to the ſaid *G. F.* his Heirs and Aſſigns for ever, as by the aforeſaid Deed of Feoffment by me to the ſaid *G. F.* made, bearing date, &c. more at large appeareth. Now know ye, That I the ſaid *T. F.* have Remiſed, Releaſed, and for me, and mine Heirs for ever, quit-claimed unto the ſaid *G. F.* his Heirs and Aſſigns, all my Right, Title, Intereſt, Claim, and Demand which I ever had, now have, or by any ways or means hereafter may have, of and in the foreſaid Meſſuage or Tenement, and Premiſſes, or any part and parcel thereof, with the Appurtenances: So that neither I the ſaid *T. F.* nor my Heirs, nor any other, by us, or in our names, any Right, Title, Intereſt, or Claim in the foreſaid Meſſuage or Tenement, or any of the Premiſſes, nor in any part or parcel thereof, from henceforth may require, claim, or challenge, but from all Action of Right, Title, Intereſt or Claim, may all be utterly barred and excluded by theſe preſents. And I the ſaid *T. F.* and my Heirs, the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes, and every part and parcel thereof, to the ſaid *G. F.* his Heirs and Aſſigns, againſt me the ſaid *T. F.* and my Heirs will Warrant, and for ever by theſe Preſents defend. In Witneſs, *&c.*

Releaſe.

Warranty.

By a Subſtitute to an Attorney.

TO all to whom theſe preſents ſhall come, *N. C.* of, &c. ſendeth Greeting. Whereas *A. B.* of *L.* Gent. by his Writing under his Hand and Seal, dated, &c. did give unto *C. D.* of *M.* of *T.* Gent. full power and authority as his lawful Attorney, to ask, levy, receive, and take of *R. S.* of *W.* in the County of *N.* Yeo. the ſum of 40 s. And whereas the ſaid *C. D.* by vertue of the ſaid Letter of Attorney, did by his Writing under his Hand & Seal, Conſtitute and Appoint me the ſaid *N. C.* his lawful Deputy and Subſtitute, to ask, levy,

levy, receive, and take to the uſe of the ſaid *A. B.* and did give me further authority to deal for him in the Premiſſes, in as full and ample manner to all intents and purpoſes, as he the ſaid *C. D.* could or might have done by vertue of the ſaid Letter of Attorney to him made as aforeſaid, as in and by the Writing made to me by the ſaid *A. B.* appeareth. **Now know ye,** That I the ſaid *N.C.* have received, the day of the date hereof, of the ſaid *R. S.* the ſaid Sum of 40 s. and thereof, and of every part thereof, in the name of the ſaid *A. B.* do acquit and diſcharge the ſaid *R. S.* by theſe Preſents. **In Witneſs,** &c.

For a Legacy.

Know all men by theſe Preſents, That I *A.B.* of *P.* in the County of *S.* Yeo. Have received and had the day of the date hereof, of *G. T.* Executor of the laſt Will and Teſtament of *L.M.* the Sum of 50 l. of lawful money of *England*, in full payment and ſatisfaction of 50 l. given and bequeathed by the ſaid *L. M.* unto me the ſaid *A. B.* by the ſaid Will of the ſaid *L. M.* which ſaid Sum of 50 l. I acknowledg to have received in full ſatisfaction of all Bequeſts and Legacies to me given by the ſaid Will; and thereof, and of every part thereof, do acquit and diſcharge the ſaid *G.T.* his Executors and Adminiſtrators by theſe Preſents. **In Witneſs,** &c.

For a Debt.

Know all men by theſe Preſents, That I *A.B.* of, &c. have received and had the day of the date hereof, of *I. L.* of, &c. Gent. the Sum of 20 l. in part of payment of a greater ſum due unto me, ſpecified and contained in a certain Writing Obligatory, wherein the ſaid *I.L.* ſtandeth bounden with others, unto me the ſaid *A.B.* for payment of 40 l. due and payable unto me, on the 10th day of *M.* laſt paſt, of which ſaid ſum of 20 l. I do acknowledg the Receipt, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid *I.L.* his Heirs, Executors, and Adminiſtrators by theſe Preſents. **In Witneſs,** &c.

A Releaſe made by mediation of Friends to certain Lands, and to certain Rent.

Recital of the variance, &c.

THis Indenture made, &c. Between, &c. Witnesseth, That whereas Suits, variance and diſagreement, hath been heretofore had and made between the ſaid parties to theſe Preſents, of, for, and concerning the right, title, intereſt, and inheritance of certain Lands, Tenements, and Hereditaments, lying and being in *W.* in the County of *N.* late in the Poſſeſſion or Occupation of, &c. and which they the ſaid *A B.* and *C.D.* did challenge and claim to be their ſeveral Inheritance, and to have been held and occupied under the Rent of, &c. and which the ſaid *I.S.* claimed to be his ſeveral and ſole Inheritance, & alledged them the ſaid *A.B.* & *C.D.* & thoſe whoſe Eſtate they have, only to have received the Sum of, &c. as a dry Rent out of the ſaid Premiſſes, which ſaid matters of variance, controverſie, and debate, were, and are by the mediation of, &c. Friends indifferently choſen by all the ſaid parties, ended and determined, and all the ſaid parties mutually agreed of, for, and concerning all the ſaid Cauſes, Matters, and Grievances: And although it ſeemed to the ſaid, &c. the Mediators, that the ſaid *I. S.* had good Title to the ſaid Meſſuage and whole Tenement, and that there was only due to the ſaid *A.B.* and *C. D.* a Rent, of, &c. yearly; yet notwithſtanding for the clear extinguiſhing of the ſaid pretended Intereſt of the ſaid *A.B.* and *C. D.* as well in and to the ſaid Tenement, as alſo in and to the ſaid Rent of, &c. And for the continuance of quietneſs and friendſhip between the ſaid parties according to the mediation of the ſaid, &c. It is covenanted, granted, concluded, and agreed, by and between the ſaid parties, and every of them, in manner and form following. And firſt the ſaid *A.B.* and *C. D.* for them, their Heirs, Executors, and Adminiſtrators, do remiſe and releaſe unto the ſaid *I.S.* being in his lawful and peaceable poſſeſſion of the ſaid Meſſuage and Premiſſes, all their, and either of their Right and Intereſt, of, in, and to the ſaid Rent, Meſſuage, and Tenement, and do covenant, grant, conclude, condeſcend, and fully agree to and with the ſaid *I. S.* his Heirs, Executors, and Adminiſtrators, and to and with every of them, by theſe preſents, That he the ſaid *I.S.* his Heirs and Aſſigns, and every of them, ſhall and may, at all and every time and times hereafter, lawfully, peaceably, and quietly have, hold, occupy, and enjoy, as their and every of their ſole and proper Inheritance, all ſuch Lands, Tenements, and Hereditaments, lying in *W.* free and clearly diſcharged of all Rents iſſuing out of the ſame, payable to them, or either of them. And further alſo, That all the ſaid Lands, Tenements, and Hereditaments, and the Right, Title, and Inheritance of the ſame and every parcel thereof, is and ſhall be adjudged, conſtrued, and taken to be in the ſaid *I. S.* and his Heirs for ever, as their ſole and proper Inheritance, without any further claim thereof, or therein, to be made by the ſaid *A.B.* and *C. D.* or either of them, in any wiſe. And further, That all the ſaid Lands, Tenements, and Hereditaments,

Determination of them.

For the extinguiſhing the intereſt of A. B. *and* C. D.

A. B. *and* C.D. *releaſes unto* J. S.

Covenant for quiet enjoyment.

Without further claim of A.B. *or* C. D. *&c.*

diments, lying in, &c. the day of the date hereof, are, and ſo ſhall, from time to time, and at all times hereafter, remain, continue, and be unto the ſaid *I.S.* his Heirs and Aſſigns for ever, free and clearly acquitted, exonerated, and diſcharged, or otherwiſe ſufficiently, from time to time hereafter, acquitted, indempnified, and ſaved harmleſs, of and from all and all manner of former or other bargains, ſales, &c. **And laſtly**, for the further and full extinguiſhment, as well of the ſaid yearly Rent of, &c. as alſo of all the pretended Intereſt of them the ſaid *B.* and *C.D.* of, in, and to the ſame, they the ſaid *A.B.* and *C.D.* for themſelves, their Heirs and Aſſigns, do further covenant, grant, conclude, and agree to and with the ſaid *I.S.* his Heirs and Aſſigns, and to and with every of them by theſe Preſents, That they the ſaid *A.B.* and *C.D.* their Heirs and Aſſigns, and every of them, ſhall and will, from time to time, and at all times hereafter, by the ſpace of three years, upon reaſonable Requeſt of the ſaid *I.S.* his Heirs or Aſſigns, to them to be made, and at and upon his only proper coſts and charges in the Law and otherwiſe, knowledg and levy a *Fine ſur Releaſe* of the ſaid Meſſuages, Lands, Tenements, and Hereditaments before ſpecified unto him the ſaid *I. S.* and his Heirs, and for the full explanation of the true intent and meaning of the levying of the ſaid Fine as aforeſaid. **It is further declared** by them the ſaid *A.B.* and *C.D.* and likewiſe covenanted and agreed by and between all the ſaid parties to theſe Preſents, That the ſaid Fine, ſo before covenanted to be levied unto the ſaid *I. S.* as aforeſaid, ſhall extend to all the ſaid Meſſuage, Lands, Tenements and Hereditaments, lying in, &c. aforeſaid, and to all Rents iſſuing out of the ſame, and to no other Lands or Tenement, and that the ſame ſhall be for the eſtabliſhing of the ſame to the ſaid *J. S.* his Heirs and Aſſigns for ever, and to no other uſe, intent, or purpoſe whatſoever.

Further extinguiſhment.

For further aſſurance to the uſe of J.S. his, &c. and no other uſe.

A Releaſe by him that ſuffered a Recovery in Land to the Recoverer after the Recovery paſſed.

TO all, &c. *T. M.* &c. ſendeth Greeting: **Whereas** I the ſaid *T.* in the Term of St. *M.* laſt paſt, have ſued a Writ of *Entry ſur diſſeiſin en le Poſt*, out of the Queens Majeſties Court of Chancery, returnable before her Juſtices, in her Court of Common-Pleas at *W.* againſt *N. M.* of, &c. by the name of *N.M.* of the moiety of one Meſſuage, &c. in *C.* in the County aforeſaid; In which Action the ſaid *N.* in the ſame Court did vouch to warranty *E. P. N. P.* who appearing in their proper perſons did vouch over *T.H.* the common vouchee according to the courſe of Common Recoveries had, who afterwards made Default, & thereupon Judgment given, and Execution thereof had and executed accordingly, as doth appear in the 553 Roll of the Common-Pleas in the ſaid Court, in the ſaid Term of St. *M.* Enrolled; which Recovery ſo had and executed, was to the only uſe of the ſaid *N. M.* and the Heirs of the ſame *N.* **Know ye**, That I the ſaid *T.* have remiſed, releaſed, and quit-claimed, for and from me, mine Heirs and Aſſigns for ever, do remiſe, releaſe,

releaſe, and quit-claim unto the ſaid *N.M.* in his full and peaceable poſſeſſion and Seiſin being, and to the Heirs and Aſſigns of the ſame *N.* for ever, all the Right, Title, Claim, Intereſt and Demand whatſoever, I had, now have, or hereafter may have, of and in the ſaid Premiſſes, and in every part thereof. And further, I the ſaid *T.* all the ſaid Premiſſes, with the Appurtenances unto the ſaid *N.M.* and to the Heirs of the ſaid *N.* againſt the ſaid *T.* and mine Heirs only, ſhall warrant and defend for ever, by theſe preſents. In Witneſs, &c. Dated the 6th day of *N. Anno R. R. Eliz.* 8.

A Releaſe of Jewels, Houſhold-ſtuff, and other perſonal Eſtate.

THis Indenture made, &c. Between *I. M.* of *B.* in the County of *G.* in the Kingdom of *Scotland*, Eſq; and *M.* his wife one and ſole poſtuate of the Daughters of Sir *I. M.* of *C.* Kt. deceaſed, Elder Brother of Sir *R. M.* of *C.* aforeſaid Bar. deceaſed, of the one part; And the Right Honourable *I.* Earl of *A.* of the other part, Witneſſeth, That the ſaid *I. M.* and *M.* his wife, for and in conſideration of a competent Sum of lawful money of *England* to them in hand paid, at or before the ſealing and delivery hereof by the ſaid Earl of *A.* the Receipt whereof they the ſaid *I. M.* and *M.* do hereby acknowledg, and thereof, and of every part thereof, do acquit, exonerate, and diſcharge the ſaid Earl, his Heirs, Executors, and Adminiſtrators, and every of them, by theſe Preſents: And for divers other good cauſes and conſiderations them the ſaid *I. M.* and *M.* thereunto moving, Have given, granted, bargained, ſold, releaſed, and confirmed; And do by theſe Preſents, for them, their Executors, and Adminiſtrators, fully and abſolutely give, grant, bargain, ſell, releaſe, and confirm unto the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, All the Goods, Chattels, Plate, Jewels, Houſhold-ſtuff, and perſonal Eſtate of the ſaid Sir *R. M.* deceaſed, within the Realms of *England* and *Scotland*, and either of them; And all the Eſtate, Right, Title, Intereſt, Claim, Property and Demand whatſoever of them the ſaid *I. M.* and *M.* of, in, and to all or any of the Goods, Chattels, Plate, Jewels, Houſhold-ſtuff, and perſonal Eſtate of the ſaid Sir *R. M.* To have and to hold the ſaid Goods, Chattels, and Premiſſes, unto the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, to the only uſe and behoof of the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns for ever. And the ſaid *J. M.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, promiſe, and grant, to and with the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner following; (That is to ſay) That he the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, and every of them, notwithſtanding any act or thing done or ſuffered, or to be done or ſuffered, by the ſaid *J. M.* and *M.* or either of them, ſhall and may, from time to time, and at all times, for ever hereafter, peaceably and quietly have, hold, poſſeſs, and enjoy all and ſingular the Premiſſes herein before

Conſiderations.

Releaſe.

Habendum.

For quiet enjoyment.

fore Granted, Bargained, Sold, Releaſed, and Confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, without the lawful let, ſuit, trouble, denial, or interruption of them the ſaid *I. M.* and *M.* and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and every other perſon and perſons, any thing having or lawfully claiming in and to the Premiſſes, or any part or parcel thereof, by, from, or under him, her, them, or either or any of them. And that he the ſaid *I. M.* and *M.* or either of them, or their or either of their Executors, Adminiſtrators, or Aſſigns, ſhall not or will, at any time hereafter, meddle with the ſaid Premiſſes hereby granted, bargained, ſold, releaſed, and confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, or any part or parcel thereof, without the requeſt, direction, and appointment of the ſaid E. of *A.* his Executors, Adminiſtrators, or Aſſigns. And further, That he the ſaid *I. M.* and *M.* their Executors, Adminiſtrators, and Aſſigns, ſhall and will, at all times, and from time to time, at and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid E. of *A.* his Executors, Adminiſtrators, and Aſſigns, do, execute, and ſuffer to be done and executed, all and every ſuch lawful and reaſonable Act and Acts, Thing and Things whatſoever in the Law, as well for the further and more perfect Aſſuring and Conveying of all the ſaid Goods, Chattels, and Premiſſes, hereby granted, bargained, ſold, releaſed, and confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, unto the ſaid E. of *A.* his Executors, Adminiſtrators, and Aſſigns; As alſo for the gaining and obtaining of the ſame, to and for the uſe, benefit, and behoof of the ſaid Earl, his Executors, Adminiſtrators, and Aſſigns, as by the ſaid E. of *A.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed, or required; So as the ſaid *I. M.* and *M.* and their Executors, Adminiſtrators, and Aſſigns, ſhall not be thereby compelled to travel further than to the Town of *D.* or the ſpace of 30 miles, &c. In witneſs whereof, &c.

without trouble.

Not to meddle with the Premiſſes, without the requeſt and direction of E. of A. his, &c.

To do any further Act for ſecuring the Premiſſes.

And alſo for gaining them to the uſe of the ſaid Earl, as Councel ſhall adviſe.

REVO-

REVOCATIONS.

Of uſes in former Indentures mentioned according to the power thereby given.

THis Indenture made, &c. Between *E.S.* of *S.* in the County of *L.* Eſq; of the one part, and *R.H. T.T. I.B.* and H. H. of the other part, Witneſſeth, That whereas the ſaid *E.S.* did heretofore by his Indenture, bearing date, &c. made betwixt him the ſaid *E.S.* of the one part, and *I.O.* of *O.* in the ſaid County of *L.* Eſq; of the other part, do covenant, grant, and agree, to and with the ſaid *I.O.* his Executors and Adminiſtrators, That he the ſaid *E.* his Heirs, in ſuch manner and form as in and by the ſaid recited or mentioned Indenture is covenanted and agreed, ſhould and would convey and aſſure, or cauſe to be conveyed and aſſured, unto the Right Honourable H. Earl of *D.* ſithence deceaſed, and to the ſaid *R.H. T.T.* &c. and their Heirs, and to the Survivor of them and his Heirs, all and ſingular Mannors of *S. B.* and *S.* in the ſaid County of *L.* and alſo all and ſingular Suits, Seigniories, Services, Franchiſes, Privileges, Court-Leets, Perquiſites of Courts, and Leets, View of Frank-pledg, and that to view of Frank-pledg appertaineth, and all Appurtenances, Emoluments, and Hereditaments whatſoever, unto the ſaid Mannors and Lordſhips, or unto any of them belonging and appertaining, and alſo all and ſingular his Mannors, Meſſuages, Lands, Tenements, and Hereditament whatſoever, within the ſeveral Towns, Townſhips, Fields, Hamlets, Precincts, & Territories of *S. H. A.* and *O.* and elſewhere in the County of *L.* to the ſeveral uſes, intents, and purpoſes, agreements limitations, liberties, proviſoes, & conditions in the ſaid mentioned or recited Indenture mentioned, expreſſed and declared, and to no other uſe, intent, or purpoſe in any wiſe. The particulars of which ſaid uſes doth more plainly appear in and by the ſaid mentioned or recited Indenture, Relation thereunto being had or made. In which ſaid recited or mentioned Indenture of the 35 year of her Highneſs Reign, there is nevertheleſs contained and compriſed one *Proviſo* or Clauſe to the Tenor or Effect hereafter following; That is to ſay, Provided nevertheleſs, &c. (reciting the Proviſo of Revocation *Verbatim.*) Now therefore it is agreed by and betwixt the parties to theſe Preſents, and the ſaid *E.S.* according to the Tenor, Power, or Liberty of the ſaid *Proviſo*, being fully minded, determined, & reſolved to alter and determine the Eſtate, and Eſtates limited in uſe, in or by the ſaid mentioned Indenture of the 35th year of her Highneſs Reign, unto *T.S.* of *B.* and the Heirs-males of his body,

and

and alſo the Eſtate and Eſtates limited in uſe, in or by the ſaid recited Indentures unto *I. S.* for term of his life, without impeachment of Waſt, and after his deceaſe, then to *E. S.* Son of the ſaid *J.* and the Heirs-males of his Body lawfully begotten, doth by theſe Preſents, and by force and according to the ſaid *Proviſo* before recited, or the power or liberty thereof, revoke, repeal, and determine all and every the ſaid Eſtate and Eſtates in any wiſe limited in uſe in or by the ſaid recited or mentioned Indentures, unto the ſaid *T. S.* of *B.* and the Heirs-males of his Body lawfully begotten, and alſo all and every the Eſtate and Eſtates in or by the ſaid Indentures limited in uſe unto the ſaid *J. S.* for term of his life, and all and every the Eſtate and Eſtates, in or by the ſaid recited or mentioned Indentures, limited in uſe unto the ſaid *E. S.* Son of the ſaid *I.* and the Heirs males of his Body lawfully begotten, of, in, for, and concerning all and every the Mannors, Lands, Tenements, & Hereditaments, with their and every of their Appurtenances, in any wiſe compriſed, contained, or ſpecified in or by the ſaid mentioned or recited Indentures. And likewiſe, the ſaid *E. S.* doth hereby limit, publiſh, and declare according to the Tenor of the ſaid recited *Proviſo*, and the power and liberty thereof, that all and every the Eſtates, in any wiſe, manner, and form limited in uſe, in or by the ſaid mentioned Indenture of the 35th year of her Majeſties Reign unto the ſaid *T. S.* and the Heirs males of his Body lawfully begotten; as alſo all and every the Eſtate and Eſtates in any manner or form limited in uſe, in or by the ſaid mentioned Indenture unto the ſaid *I. S.* for term of his life, without impeachment of Waſt, and all and every the Eſtate and Eſtates, in any wiſe, manner, or form limited in uſe, in or by the laſt mentioned Indentures unto the ſaid *E. S.* Son of the ſaid *I.* and his Heirs males of his Body lawfully begotten, ſhall from henceforth, of, in, for, and concerning all and every the Mannors, Lands, Tenements, and Hereditaments, with their Appurtenances, in any wiſe compriſed, contained, or ſpecified in the ſaid recited Indenture of the 35th year of her Highneſs Reign, ſhall ceaſe, determine, be fruſtrate, void, and of no further effect or continuance in the Law. And the limitation of uſe or uſes, in the ſaid mentioned Indentures, or any other matter or thing whatſoever, to the contrary hereof in any wiſe notwithſtanding. And that all and ſingular the ſaid Mannors, Lands, Tenements, and Hereditaments aforeſaid, with their and every of their Appurtenances, and the only uſe thereof, ſhall from henceforth remain, continue, and be unto the ſaid *E. S.* party to theſe preſents, and his Heirs for ever, and not in any ſort, manner, or form, unto the ſaid *T. S.* and the Heirs males of his Body, nor to the ſaid *I. S.* for term of his life, nor to the ſaid *E. S.* Son of the ſaid *I.* and the Heirs males of his Body lawfully begotten, nor to their, or any of their Aſſignee or Aſſigns. In Witneſs, &c.

Revocation.

Declaration of uſes.

DAVENPORT.

A Declaration of Uſes, upon the Revocation above written.

TO all to whom theſe Preſents ſhall come, *E. S.* of *S.* in the County of *L.* Eſq; ſendeth Greeting, Know ye, That I the ſaid *E. S.* (having before the making hereof) revoked, reduced, and reveſted the Eſtate of Inheritance of all and ſingular my Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances, ſituate, &c. in and unto me the ſaid *E. S.* and my Heirs, for divers good cauſes and conſiderations me thereunto moving, have given, granted, and confirmed, and by theſe preſents, do give, grant, and confirm unto *A. B.* of, &c. and *R. L.* of, &c. all and ſingular my Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances, To have and to hold the ſaid Mannors, &c. unto the ſaid *A. B.* and *R. L.* their Heirs and Aſſigns, to the ſeveral uſes, behoofs, intents, and purpoſes hereafter in theſe preſents ſpecified, and to none other uſe, intent, or purpoſe whatſoever, That is to ſay, To the only ſole and proper uſe and behoof of me the ſaid *E. S.* and my Heirs and Aſſigns for ever. In witneſs, *&c.*

DAVENPORT.

Another Deed of Revocation.

TO all, &c. *A. B.* of, &c. Greeting: Know ye, That I the ſaid *A. B.* am fully minded, diſpoſed, and determined to revoke, annul, determine, and make void, all and every the uſes, limitations, and intents, named, limited, aſſigned, or appointed, in and by the above-mentioned or recited Indentures of, in, or to any Mannors, Meſſuages, Lands, Tenements, and Hereditaments in the ſaid County of *S.* with their Appurtenances, in the ſaid Indenture ſpecified, to any perſon or perſons whatſoever, and by this my Writing, under my Seal, and ſigned with my own hand, in the preſence of *A. B. C. D.* and *F. F.* three lawful and credible Witneſſes, do declare, publiſh, limit, pronounce, and appoint, That all and ſingular the ſaid Uſes declared, appointed, mentioned, and limited to *G. H.* &c. and all and every Uſe and Uſes mentioned, limited, or appointed to any perſon or perſons, in and by the ſaid recited Indenture, of, in, or to the ſaid Mannors, Lands, Tenements, and Hereditaments, in the ſaid County of *S.* or of, in, or to any part or parcel thereof, ſhall be void, determined, revoked, and of none effect. And I the ſaid *A. B.* determine and revoke, by theſe preſents, all and every the uſes aforeſaid, of, for or concerning the ſaid Mannors, Lands, Tenements, and Hereditaments in the ſaid County, any thing in the ſaid Indentures contained, or any Act or Acts, thing or things whatſoever, had, made, or ſuffered to be done by me heretofore, to the contrary in any wiſe notwithſtanding, &c. In witneſs, *&c.*

A

A Clauſe of Revocation.

PRovided always, and upon Condition, That if the ſaid *A. B.* ſhall at any time hereafter, during his natural life, tender or pay unto the above-named *C. D.* or to any perſon, or to any perſons to his uſe, the ſum of 6 *d.* of lawful *Engliſh* money, with intent or purpoſe to fruſtrate or make void this preſent Deed, and the Eſtate and Eſtates thereby conveyed, limited, raiſed, or aſſured, that then and from thenceforth this preſent Deed, and all and every the Uſes, Limitations, Eſtates, Grants, Articles, and Agreements therein, or thereby mentioned, limited, raiſed, or in any ſort appointed, and the execution thereof, ſhall be abſolutely void, fruſtrate, and of none effect in the Law, any thing herein contained, &c.

A Proviſo *for Revocation of part.*

PRovided always, and nevertheleſs, it is the true intent and meaning of all the ſaid parties to theſe preſents, That if the ſaid *E. S.* ſhall at any time during his natural life, be minded to determine the Eſtate and Eſtates limited in uſe, in ſuch ſort as is aforeſaid, to the ſaid *T. S.* and the Heirs males of his Body lawfully begotten, and for default of ſuch Iſſue, to the ſaid *I.S.* for term of his natural life, without impeachment of Waſt, and after his deceaſe to, &c. and ſhall alſo by his Deed indented, at any time hereafter to be made, between the ſaid *E.S.* of the one part, and the ſaid *R. H. T.T.* or the Survivor of them, of the other part, or by his laſt Will and Teſtament in Writing under his Hand and Seal, declare and limit the ſame, or ſuch other uſes as ſhall ſeem meet and convenient to the ſaid *E. S.* That then and from thenceforth, the ſaid Eſtates and Uſes, limited and appointed before by theſe preſents to the ſaid *T.S.* to ceaſe and determine, and be utterly void, as though the ſame had never been made, limited, or appointed.

A Deed to revoke Truſts.

THis Indenture Tripartite, made, &c. Between the Right Honourable *T.* Earl of *S.* &c. of the firſt part, *B.W.* of *A.* in the County of *S.* Eſq; and *H.D.* of *B.* in the County of *T.* Eſq; of the ſecond part, *R.T.* of *S.* in the County of *B.* Eſq; *S.S.* of *S.* in the County of *T.* Eſq; *T.G.* and *M.M.* Gent. of the third part. Whereas the ſaid *T.* Earl of *S.* by his Indenture, bearing

date the day before the date hereof, for the conſideration of 20 *l.* of lawful money of *England*, hath granted, bargained, ſold, demiſed, and to Farm-letten unto the ſaid *B.W.* and *H.D.* all thoſe the Mannors or Lordſhips of, &c. **To have and to hold** the ſaid Mannors, Rectories, and every part thereof, unto the ſaid *B.W.* and *H.D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of, &c. laſt paſt, before the date hereof, unto the full end and term of one full year, at the Rent of one Pepper-Corn, as in and by the ſaid Indenture it doth plainly appear. **And whereas** the ſaid *E.* by his Indenture Tripartite, bearing date the ſame day, and expreſſed to be made between the ſame parties, and Sealed and delivered at one inſtant, together with theſe preſents, hath granted, remiſed, releaſed, ratified, and confirmed unto the ſaid *B.W.* and *H.D.* their Heirs and Aſſigns, being in poſſeſſion of the ſaid Mannor and Premiſſes, by force and vertue of the recited Indenture aforeſaid, all thoſe the aforeſaid Mannors, Lordſhips, Rectory, &c. **To have and to hold** the ſaid Mannors, &c. and all other the Premiſſes, with their Appurtenances, unto the ſaid *B.W.* and *H.D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, and Subject to the *Proviſoes*, Payments, Conditions, in theſe Preſents particularly mentioned & expreſſed, as in and by the ſaid ſeveral Indentures, relation being thereunto had, it doth and may plainly and at large appear. **Now this Indenture Witneſſeth**, That it is mutually concluded, condeſcended unto, and fully agreed upon, by, and between all the parties to theſe Preſents, and it is the true intent and meaning of theſe preſents, and of all and every the ſaid parties, to the ſame, That if the ſaid Earl, ſhall at any time hereafter, during his natural life, be minded to make void the ſaid laſt recited Indenture, or any Eſtate, Truſt, Article, or Agreement in the laſt recited Indenture contained, or to cauſe or create any other or further Truſt or Truſts, or to diſpoſe the ſaid ſeveral Mannors and Premiſſes, or any part thereof, in any other ſort, or to any other perſon, or for any other purpoſes, then are in the ſaid recited Indenture limited and declared, and the ſame his mind, intent, and purpoſe, ſhall ſignifie and declare in Writing, under his Hand and Seal, in the preſence of two or more credible Witneſſes, that may teſtifie the ſame to be his true meaning, or by his laſt Will & Teſtament, in Writing, That then, and immediately after ſuch ſignification and Declaration had and made, the aforeſaid uſe and uſes, Eſtate and Eſtates, Truſt and Truſts, Confidences, Intents, and Purpoſes, and all, and ſo much of the Premiſſes, whereof the ſaid Earl ſhall make ſuch ſignification or determination, and every Article, Clauſe, and Thing concerning the ſame, ſhall ceaſe, determine, and be utterly void, to all Intents, Conſtructions, and Purpoſes. **And** that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid Earl, by ſuch Writing as aforeſaid, or by any other his Deed, or Writing, Subſcribed, Sealed, and Teſtified as aforeſaid, or by his laſt Will and Teſtament, in Writing, to appoint and declare new, or other **Uſe** or **Uſes**, Truſt or Truſts, of all or ſo much of the Premiſſes, whereof the ſaid Earl ſhall make any ſuch ſignification or Declaration, or otherwiſe diſpoſe of the ſaid Premiſſes, or any part or parcel thereof, at his free will and pleaſure, any thing whatſoever in the ſaid laſt recited Indenture contained, to the contrary thereof, in any Caſe notwithſtanding. **In Witneſs**, &c.

A

A Deed to revoke Truſts.

This Indenture Tripartite, made, &c. Between the Right Honourable *W.* Earl of *S.* &c. of the firſt part, *B. W.* of *A.* in the County of *B.* Eſq; of the ſecond part, *R. T.* of *S.* in the County of *B.* Eſq; *S. S.* of *S.* in the County of *N.* Eſq; *T. T.* and *M. W.* Gent. of the third part. **Whereas** the ſaid *W.* Earl of *S.* by his Indenture, bearing date the day before the date hereof, for the conſideration of 20 *s.* of lawful money of *England*, hath granted, bargained, ſold, demiſed, and to Farm-letten unto the ſaid *B.W.* and *H.D.* all thoſe the Mounds, or Lordſhips of, &c. **To have and to hold** the ſaid Mannor, Rectory, and every part thereof, unto the ſaid *B. W.* and *H. D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of St. *M.* laſt paſt, before the date thereof, unto the full end and term of one full year, at the Rent of one Pepper-Corn, as in and by the ſaid Indenture it doth plainly appear. **And whereas** the ſaid Earl by his Indenture Tripartite, bearing date the ſame day, and expreſſed to be made between the ſame parties, and ſealed and delivered at one inſtant together within theſe preſents, hath granted, remiſed, releaſed, ratified, and confirmed unto the ſaid *B.W.* and *H.D.* their Heirs and Aſſigns, being in poſſeſſion of the ſaid Mannor and Premiſſes, by force and vertue of the recited Indenture aforeſaid, all thoſe the aforeſaid Mannors, Lordſhips, Rectory, &c. **To have and to hold** the ſaid Mannor, &c. and all other the Premiſſes, with the Appurtenances, unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, and ſubject to the Proviſoes, Payments, Conditions, in theſe preſents particularly mentioned and expreſſed, as in and by the ſaid ſeveral Indentures, relation being thereunto had, it doth and may plainly, and at large appear. **Now this Indenture witneſſeth,** That it is mutually concluded, condeſcended unto, and fully agreed upon, by and between all the ſaid parties to theſe Preſents, and it is the true intent and meaning of theſe preſents, and of all and every the ſaid parties to the ſame, That if the ſaid Earl ſhall at any time hereafter, during his natural life be minded to make void the ſaid laſt recited Indenture, or any Eſtate, Article or Agreement, in the ſaid laſt recited Indenture contained, or to cauſe or create any other or further truſt or truſts, or to diſpoſe of the ſaid ſeveral Mannors and Premiſſes, or any part thereof, in any other ſort, or to any other perſon, or for any other purpoſes than are in the ſaid laſt recited Indenture limited and declared. And the ſame his mind, intent & purpoſe, ſhall ſignifie and declare in Writing, under his Hand and Seal, in the preſence of two or more credible Witneſſes, that may teſtifie the ſame to be his true meaning, or by his laſt Will & Teſtament in Writing, That then, and immediately after ſuch ſignification and Declaration had and made, the aforeſaid Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts, Confidences, Intents, and Purpoſes, and

all and ſo much of the Premiſſes, whereof the ſaid Earl ſhall make ſuch ſignification or determination. And every Article, Clauſe, and thing concerning the ſame, ſhall ceaſe, determine, and be utterly void, to all Intents, Conſtructions, and Purpoſes; and that then, and from thenceforth, it ſhould and might be lawful unto, and for the ſaid Earl, by ſuch Writing as aforeſaid, or by any other his Deed or Writing, ſubſcribed, ſealed, and teſtified as aforeſaid, or by his laſt Will and Teſtament in Writing, to appoint and declare new, or other Uſe or Uſes, Truſt or Truſts, of all or ſo much of the Premiſſes, whereof the ſaid Earl ſhould make any ſuch ſignification or Declaration, or otherwiſe diſpoſe of the ſaid Premiſſes, or any part or parcel thereof, at his free will and pleaſure, Any thing whatſoever in the ſaid recited Indenture contained, to the contrary thereof, in any wiſe notwithſtanding. In Witneſs, &c.

A Deed of Revocation.

TO all perſons to whom theſe preſents ſhall come, *R. B.* of *B.* in the County of *W.* Eſq; ſendeth Greeting: Whereas the ſaid *R. B.* by Indenture bearing date, &c. made between him the ſaid *R. B.* of the one part, and *T. I.* of, &c. of the other part, did Covenant, Promiſe, and Grant to and with the ſaid *T. I.* his Heirs and Aſſigns, That he the ſaid *R. B.* and *M.* his Wife, would at his or their own proper Coſts and Charges, before the firſt day of *N.* then next enſuing, acknowledg and levy a Fine, *Sur cognizance de Droit come ceo*, &c. to the ſaid *T. I.* or his Heirs, before the Juſtices of the Court of Common-Pleas at *W.* of, and in all that the Mannor of *C.* in the ſaid County of *B.* with the Appurtenances, and of, and in all other the Mannors, Meſſuages, Cottages, Milnes, Houſes, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Wayes, and Hereditaments, ſituate, lying, or being within the ſeveral Towns, Pariſhes, or Precincts of *E.* and *C.* aforeſaid, or either of them, whereof, or wherein he the ſaid *R. B.* or *T. B.* Eſq; his Father, or either of them, were at any time ſeized of any Eſtate of Inheritance, or Free-hold, in Uſe, Poſſeſſion, Reverſion, Remainder, or otherwiſe, with all and ſingular their Appurtenances, To and upon the Uſes, Intents, and Purpoſes in the ſaid Deed, expreſſed and declared, with a Proviſo nevertheleſs therein contained to this effect, That is to ſay, That it ſhould and might be lawful to and for the ſaid *R. B.* at any time then after, and from time to time, during his life, by his writing, under his Hand and Seal, teſtified by three Witneſſes at the leaſt, to revoke, alter, change, fruſtrate, determine, or make void all or any the Uſes and Eſtates in the ſaid Indenture mentioned (other than the Eſtate and Intereſt made unto *M. B.* therein named, and other than the Eſtate, Uſe, and Joynture made for the life of *M.* for the ſaid *R. B.*) and by the ſame Writing, or any other Writing ſo teſtified as aforeſaid, to create and raiſe any other Uſe or Eſtate thereof, by vertue of the ſaid Fine to be levyed, as is therein above-mentioned, as by the ſaid

Indenture

Indenture (relation being thereunto had) more at large appeareth. And whereas the ſaid *R. B.* and *M.* his Wife, did accordingly, in purſuance of the Covenants contained in the ſaid Deed, levy a Fine of the Mannors, Lands, and Premiſſes, mentioned in the ſaid Deed, to the ſaid *T. I.* and his Heirs, in the *Hillary* Term, then next following, as by the ſaid Fine, remaining upon Record, more at large appeareth. Now know all men by theſe Preſents, that the ſaid *R. B.* for divers good Cauſes and Conſiderations him moving, according to the ſaid recited Proviſo, and the Liberty, Power, and Authority to him the ſaid *R. B.* in and by the ſaid Indenture ſpecified, limited, given, ſaved, and reſerved, and by vertue thereof, and by force and vertue of all and every other power and powers, and Authority whatſoever, enabling him thereunto, hath revoked, fruſtrated, determined, and made void, and by this his preſent Writing, under his Hand and Seal teſtified, by all the Witneſſes whoſe names are hereupon endorſed, doth abſolutely revoke, fruſtrate, determine, and make void, all and every the Uſes and Eſtates in the ſaid Indenture mentioned and declared (other than the Eſtate and Intereſt made unto the ſaid *M. B.* and other than the Eſtate, Uſe, and Joynture, made for the life of the ſaid *M.* Wife to the ſaid *R. B.*) And furthermore, the ſaid *R. B.* for divers good Cauſes and Conſiderations, him thereunto eſpecially moving, doth by this his Writing, teſtified as aforeſaid, by vertue of the ſaid recited Proviſo, in the ſaid recited Indenture contained, and the Liberty, Power, and Authority thereby to him reſerved, as is aforeſaid, and by vertue of all ſuch Power and Authority, as he hath thereby, or otherwiſe however, create, declare, limit, and appoint, That the ſaid Fine ſo as aforeſaid, levied of the Mannors and Premiſſes, before in theſe preſents mentioned as aforeſaid, and the Execution thereof, ſhall from henceforth be and enure, and ſhall be conſtrued, deemed, and taken to be and enure. And that the ſaid *T. I.* and his Heirs, and all and every the parties unto the ſaid Fine, and all and every other perſon and perſons, who by force or vertue of the Fine afore-mentioned, or otherwiſe are, or hereafter ſhall be ſeized of the ſaid Mannors and Premiſſes, or any of them, ſhall ſtand and be thereof, and of every part and parcel thereof, ſeized to the only and proper uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent, or purpoſe whatſoever. In Witneſs, &c.

SURRENDERS.

Of Tenants for life, to the end a recovery may be had to make Lands in Fee-ſimple, with a Reverſion of their Eſtates.

THis Indenture made, &c. Between *A.B.* and *C.D.*&c. Tenants and Farmers unto *E.S.* of *S.* in the County of *L.* Eſq; of the one part, and the ſaid *E.S.* of the other part; Witneſſeth, That the ſaid *A.B.*&c. for divers and ſundry good cauſes and conſiderations them thereunto moving, Have given, granted, and ſurrendred, and by theſe Preſents do give, grant, and ſurrender unto the ſaid *E.S.* his Heirs and Aſſigns, all and ſingular their ſeveral Eſtates, Terms, and Demands, which they or any of them hath or have, of, in, or unto all thoſe ſeveral Meſſuages, Lands, and Tenements thereunto belonging, or therewith or with any of them uſually occupied, as part, parcel, or belonging, ſituate, lying and being in *O.* and *S.* aforeſaid, and now or late in the ſeveral Tenures or Occupations of the ſaid *A.B. C.D.*&c. their or any of their Aſſignee or Aſſignees: To have and to hold to the ſaid *E.S.* and his Heirs for ever, to the uſe of him and his Heirs, to the intent and purpoſe that he may be Tenant of the Free-hold thereof, ſo as a perfect common Recovery may be thereof (among other things) had and purſued againſt him, to and for ſuch uſes and intents as are mentioned and expreſſed, in one Indenture bearing date, &c. Provided nevertheleſs, and upon Condition, That if the ſaid *E.S.* his Heirs or Aſſigns, do not well and truly, without fraud or covin, tender and pay unto every of them the ſaid *A.B. C.D.* &c. Tenants and Farmers, parties to theſe preſents, or to every of their Aſſigns, the full Sum of 1000 *l.* apiece, of good and lawful money of *England*, in or upon the 20 day of *A.* next coming, after the date hereof, at the now ſeveral dwelling Houſes of the ſaid *A.B.* and *C.D.*&c. (Tenants and Farmers, parties to theſe preſents) That then and from thenceforth this preſent Surrender, and all and every the Eſtate and Eſtates thereby, or by any means thereof, in any wiſe conveyed, ſhall ceaſe and be utterly void, and of no further effect: And that then and from thenceforth the ſaid *A.B. C.D.* &c. (Tenants and Farmers parties to theſe preſents) and their Aſſigns, ſhall have, retain, and enjoy from the ſaid *E.S.* his Heirs and Aſſigns, all and every the ſaid Meſſuages, Tenements, and Premiſſes, in any wiſe ſurrendred, or mentioned to be ſurrendred, in or by theſe preſents, as in his or their former Eſtate, any thing in theſe preſents, or other-

otherwiſe to the contrary notwithſtanding. **And** furthermore, the ſaid *E.S.* is contented and pleaſed, and by theſe preſents doth grant and agree, to and with the ſaid *A.B. C.D.* &c. and to and with every of them by theſe preſents, and with their and every of their Aſſigns, that they the ſaid *A. B. C. D.* &c. Tenants and Farmers, parties to theſe preſents, ſhall and may have, hold, occupy, and enjoy the ſaid ſeveral Meſſuages, Lands, and Tenements, in their ſeveral Tenures or Occupations, from the making hereof, until the ſaid 20 day of *A.* next enſuing upon and under his and their ſuch ſeveral ancient and accuſtomed Rents, Boons, Duties, and Services, as were or are reſerved to be due and payable, in or by vertue of his or their ſeveral former Leaſe or Leaſes, in as large and ample manner as they might or ought to be done, at, or before the making of theſe preſents. **In Witneſs**, &c.

DAVENPORT.

In the making of this Surrender, there muſt be care taken when the Aſſizes, at which ſuch Recovery is to be ſuffered, do begin, to the end that the day of payment may be ſure to be ten days, or thereabouts, after the beginning of the Aſſizes.

And it will be ſafeſt for the Tenant for life or lives, before he ſurrender, to aſſign over his Leaſe to ſome Friend for a 100 years, if the Leſſees ſo long ſhall live; And for Tenant for years to aſſign the reſidue of his term----and then to ſurrender.

Another ſhorter Deed of Surrender.

THis Indenture, &c. Between *T. H.* of, &c. of the one part, and *R.H.* of, &c. of the other part; **Witneſſeth**, That whereas *T.L.* Eſq; hath heretofore demiſed to the ſaid *R.H.* and his Aſſigns, one Burgage or Tenement, living and being in *P.* with all Houſes, Edifices, Buildings, Gardens, Crofts, Cloſes, Lands, Tenements, and Hereditaments thereunto belonging, or to or with the ſame uſed, or accuſtomed to be occupied: **To have and to hold** to the ſaid *R.* and his Aſſigns, for and during the term of the natural lives of *A.B. C.D.* &c. **And whereas** ſithence the making of the ſaid Leaſe, the ſaid *T.L.* hath granted, bargained, and ſold the ſaid Burgage or Tenement, and other the Premiſſes, unto the ſaid *T.H.* and his Heirs. **Now** to the end that the ſaid *T.H.* may have thereof, and of every part thereof, for his further aſſurance, a good and perfect Recovery againſt the ſaid *T.L.* and yet notwithſtanding the ſaid Leaſe to ſtand and be in its force & effect, after the ſaid Recovery ſuffered. In conſideration thereof, and for that purpoſe only, he the ſaid *R.H.* at the ſpecial inſtance and requeſt of the ſaid *T.H.* is contented and pleaſed to give, grant, and ſurrender, and doth by theſe preſents, give, grant, and ſurrender unto the ſaid *T.H.* and his Heirs, all his Eſtate in the ſaid Burgage and Tenement, and other the Premiſſes. **Upon Condition** never-

theleſs, That if the ſaid *T. H.* or his Aſſigns, do not well and truly ſatisfie and pay to the ſaid *R. H.* his Executors or Adminiſtrators, the Sum of 10000 *l.* of good and lawful money of *England*, in or upon the Feaſt-day of St. *M.* the Arch. next coming, &c. That then this preſent Gift, Grant, and Surrender, to be utterly void, and of none effect in Law. And that then and from thenceforth, the ſaid *R. H.* and his Aſſigns, to remain, be, and continue in the ſaid Burgage or Tenement, and other the Premiſſes, in his and their former Eſtate, any thing herein contained, to the contrary thereof, in any wiſe notwithſtanding. **In Witneſs**, &c.

HESKETH.

A Surrender of a Joynture upon Condition.

THis Indenture made, &c. Between *R. M.* of, &c. Eſq; and *I* his Wife, late Wife of *R.* Lord *O.* deceaſed, of the one part, and the Right Honourable *C.* Lord *O.* of the other part, **Witneſſeth**, That the ſaid *R. M.* and Dame *I.* his Wife, as in the right of the ſaid Dame *I.* do hold for term of the natural life of the ſaid Dame *I.* divers and ſundry Lands, Tenements, and Hereditaments, within the Baronnies and Mannors of *O. B.* and *H.* in the County of *N.* being the late Inheritance of the ſaid *R.* Lord *O.* deceaſed, late Husband to the ſaid *I.* and Brother to the ſaid *C.* Lord *O.* the immediate Remainder or Reverſion thereof, expectant in the ſaid *C.* Lord *O.* and his Heirs, or to the Heirs of his Body lawfully begotten for ever. **Now** the ſaid *R. M.* and Dame *I.* his wife, as well for the conſideration hereafter in this Indenture mentioned; as alſo for the perfecting of an Eſtate or Conveyance to be had and made, in conſideration of a Marriage hereafter (by Gods Grace) to be ſolemnized between *E. T.* Eſq; ſecond Son of the Right Honourable *G.* Earl of *S.* and *J. O.* Daughter of the ſaid *C.* Lord *O.* Have given, granted, and ſurrendred, and by theſe preſents do give, grant, and ſurrender, unto the ſaid *G.* Lord *O.* and his Heirs, upon condition hereafter in this Indenture mentioned: All and ſingular the Lands, Tenements and Hereditaments before in this Indenture mentioned: And all ſuch other Lands and Hereditaments, as the ſaid *R. M.* and Dame *I.* his Wife, as in the right of the ſaid *I.* have, or of right ought to have, for term of the life of the ſaid *I.* being the late Inheritance of the ſaid *R.* Lord *O.* her late Husband: and all the Eſtate, Right, Title, and Intereſt, which the ſaid *R. M.* and Dame *I.* his Wife, as in the Right of the ſaid Dame *I.* have, or ought to have, in or to the ſaid Lands and Premiſſes, or any part or parcel thereof: **To have and to hold** the ſaid Lands and Premiſſes, and the Eſtates, Right, Title, and Intereſt, of the ſaid *R. M.* and Dame *I.* his Wife, in and to the ſaid Lands, unto the ſaid *C.* Lord *O.* and his Heirs; **Upon Condition**, That if the ſaid *C.* Lord *O.* do not well and truly content, or cauſe to be contented and paid unto the ſaid *R. M.* and Dame *J.* his Wife, or their Aſſigns, the Sum of 10 000 *l.* of lawful *Engliſh* money,

money, upon the Feaſt-day of St. *M.* the Biſhop in *Winter*, which ſhall be in the year of ~~our Lord God~~, &c. at or in the Manſion-houſe of the ſaid *R.M.* at, &c. in the County of, &c. That then and from thenceforth, this preſent Grant and Surrender to be utterly void and of none effect; and that from and after ſuch Default or payment of the ſaid Sum of 10000 *l.* at the time and place aforeſaid, it ſhall and may be lawful to the ſaid *R. M.* and Dame J. his Wife, and their Aſſigns, to enter into the ſaid Lands and Premiſſes, and the ſame to have and enjoy, as in their former Eſtate. And the ſaid *C.* Lord *O.* doth covenant for him, &c. with the ſaid *R.M.* and Dame *J.* his Wife, and their Aſſigns, that they and their Aſſigns ſhall take the Rents and Profits of the ſaid Lands and Premiſſes, to their own uſe, without any account thereof making, until the ſaid Feaſt of St. *M.* &c. if the ſaid Dame J. ſo long ſhall live.

A Surrender by Tenant for life to him in Reverſion or Remainder, to the intent to have a Recovery to paſs.

THis Indenture, &c. 1 *Junii*, *Anno* 35. *R. R. Eliz.* &c. Between *L.S.* of *L.* Wid. on the one part, and *E. H.* Cit. and J. of *L.* on the other part, Witneſſeth, That the ſaid *L.* for the Sum of 500 *l.* of, &c. by the ſaid *E.* his Executors or Adminiſtrators, well and truly to be paid to the ſaid *L.* her Executors or Adminiſtrators, on the 20 day of *N.* next coming after the date of theſe preſents, and for divers other conſiderations her moving, hath granted, aſſigned, ſurrendred, and ſet over, and by theſe preſents doth, &c. unto the ſaid *E. H.* his Executors, Adminiſtrators, and Aſſigns, all her Right, Intereſt, and Term of life, of and in the one moiety and half part of all that Meſſuage or Tenement, ſituate and being in the Pariſh of St. *P.* in *C. L.* late in the Occupation of, &c. & of and in all Eaſements and Commodities whatſoever, to the ſaid moiety or half part of the ſaid Meſſuage or Tenement belonging or appertaining: To have and to hold all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *E. H.* his Executors, Adminiſtrators, and Aſſigns. Provided always, That if the ſaid *E. H.* his Executors or Adminiſtrators, do not pay, or cauſe, &c. to the ſaid *L.* or her Aſſigns, the ſaid Sum of 500 *l.* of, &c. upon the ſaid 20 day of *N.* next enſuing the Date hereof, according to the true meaning of theſe preſents, without any further delay; That then this Grant and Surrender to be void and of none effect; and that then and from thenceforth it ſhall and may be lawful, to and for the ſaid *L.* into all and ſingular the Premiſſes to enter, and the ſame to have again, as in her former Eſtate, Any thing to the contrary, &c. In Witneſs, &c.

A Surrender of a Leaſe.

TO all, &c. Know ye, That I the ſaid *R.* for certain cauſes, &c. have given, granted, remiſed, releaſed, ſurrendred, and altogether for me, mine Executors, Adminiſtrators, and Aſſigns, for ever quit claimed unto *I.D.* his Executors, or Adminiſtrators, all the Eſtate, Leaſe, Intereſt, Claim, and Term of years, to come and demand whatſoever that I the ſaid *R.* mine Executors, &c. had, have, ſhould, might, or ought to have, or claim, of, in, and to all thoſe 8 Acres, &c. which the ſaid *I.* by his Indenture of Leaſe, dated, &c. demiſed and granted to me the ſaid *R.* mine Executors and Aſſigns, for the term of, &c. from the Feaſt, &c. and for a certain yearly Rent therein reſerved by force of the ſame Indenture of Leaſe, or otherwiſe. And I the ſaid *R.H.* do covenant, &c. That the ſaid Indenture of Leaſe, and all and ſingular the Premiſſes therein demiſed, at the enſealing and delivery of theſe Preſents, are, and be free and clear of all former Bargains, Sales, Gifts, Grants, Leaſes, Aſſignments, and all other Charges, Troubles, and Incumbrances whatſoever, had, made, or done by me the ſaid *R.* or by any other by my means, or under my Right, Title, or Intereſt, before the enſealing and delivery hereof. In witneſs, &c.

A Form of a Surrender.

TO all People, to whom this preſent Writing ſhall come, *R. W.* Cit. and *S.* of *L.* ſendeth Greeting: Whereas I the ſaid *R.* at this preſent ſtand, and am lawfully and ſole ſeiſed for term of my natural life, of and in all that Meſſuage or Tenement, with the Appurtenances, now being in the Tenure or Occupation of me the ſaid *R.* and mine Aſſigns, ſet, lying, and being in, &c. by force of one Indenture of Leaſe, bearing date, &c. thereof made and granted by the Right Reverend Father in God, *E.* by the permiſſion of God, late Biſhop of *L.* unto me the ſaid *R. W.* and to *K.* then my Wife, and now deceaſed, and to *R. W.* the younger, then my Son, and now alſo deceaſed, for term of our lives, and the life of the longer liver of us. And whereas the Reverſion of all and ſingular the Premiſſes, doth belong and appertain to the Reverend Father in God *I.* by the Divine Providence of God, now Biſhop of *L.* and his Succeſſors. Now know ye, That I the ſaid *R. M.* for divers good Cauſes and Conſiderations, me thereunto moving, have ſurrendred, and do by theſe preſents fully and clearly ſurrender unto the ſaid Reverend Father *I.* by the Divine Providence of God now Biſhop of *L.* and his Succeſſors, as well the ſaid Tenement, and other the Premiſſes, with the Appurtenances: as alſo all that my ſaid Leaſe and Eſtate, for term of my natural

natural life, of and in the ſame, together with the ſaid Indenture, and all my Right, Title, and Intereſt, of, and in all and ſingular the Premiſſes, with the Appurtenances, **To have and to hold** the ſame, together with the ſaid Eſtate and Intereſt, and all and ſingular other the Premiſſes, unto the ſaid Reverend Father and his Succeſſors, from henceforth for ever. **In Witneſs**, &c.

A Surrender of Copy-hold Land Conditional.

H. in Commitat. M. MEmorand, That on the 10th day of *S.* in the 24 year of the Reign, &c. *R. N.* of *H.* in the County of *M.* Yeo. one of the Cuſtomary Tenants of the ſaid Mannor of *H.* hath without the Court, ſurrendred into the hands of the Lord of the ſaid Mannor, by the hands of *T.K.* and *I.K.* Yeo. two of the Cuſtomary Tenants of the ſaid Mannor of *H.* one Croft, with the Appurtenances, commonly called or known by the name of *G.* Lands, now in the Tenure or Occupation of the ſaid *R.N.* or his Aſſigns, containing by eſtimation 18 Acres, be it more or leſs, ſituate, lying, and being within the ſaid Mannor, to the uſe and behoof of *T.S.* Cit. and C. of *L.* and of his Heirs and Aſſigns for ever, according to the cuſtom of the ſaid Mannor, upon and under this Condition nevertheleſs, **That is to ſay**, That if the ſaid *R.N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do well and truly pay, or cauſe to be paid, to the ſaid *T.S.* his Heirs, Executors, Adminiſtrators, or Aſſigns, the Sum of 44 *l.* of, &c. at one entire payment of the 10th of *F.* which ſhall be, &c. at the now Manſion-houſe of the ſaid *T.S.* ſituate, &c. That then and from thenceforth, the ſaid Surrender to be void and of none effect; And that then, and from thenceforth it ſhall and may be lawful, to and for the ſaid *R.N.* his Heirs and Aſſigns, to have again, and re-enjoy the ſaid Croft, as in the former Eſtate of the ſaid *R.* The ſaid Surrender to the contrary notwithſtanding.

A Surrender.

OMnibus Chriſti fidelibus ad quos præſens Scriptum pervenerit, T.R. *de* B. *ſalutem. Cum* J.R. *Pater meus per chartam ſuam Feoffamenti dederit & conceſſerit mihi præfat.* T. *unum Meſſuag. cum ſuis pertinen. in villa de* B. *prædict. Scituatum inter Tenementum* R.W. *ex parte Auſtrali, & ſtratam regiam verſus Boreale Habend. & tenendum mihi pro termino vitæ meæ. Ita quod poſt deceſſum meum, prædict. Meſſuag. cum ſuis pertinen.* H.R. *fratri meo hæredib. & Aſſignatis ſuis in perpetuum remaneret.* Noveritis *me prad.* T. *conceſſiſſe, & ſurſum reddidiſſe præfato* H. *fratri meo, totum jus meum & ſtatum quæ habeo*

hoc pro termino vitæ meæ in prad. Meſſuagio, cum ſuis pertinentiis. Habend. & tenend. eidem H. hæredibus & aſſignatis ſuis in perpetuum, de capitalibus Dominis feodi illius per ſervitia, &c.

A Surrender of a Leaſe.

THis Indenture made, &c. Between Sir *I.H.* of the one part, and *R.S.* &c. Dean of, &c. and the Chapter of the ſame Church, of the other part.

Recital of the former Demiſe. Whereas *V.C.* and *R.C.* in and by their Indenture, bearing date, &c. made between the ſaid *V.C.* and *R.C.* of the one part, and *B.G.* and *I.T.* of the other part, did for the Conſideration therein mentioned, demiſe, grant, betake, ſet, and to Farm-let unto the ſaid *B.G.* and *I.T.* all that, &c. ſituate, &c. then, or late in the Tenure of, &c. To have and to hold the ſame unto the ſaid *B.G.* and *I.T.* their Executors and Aſſigns, from the Feaſt of, &c. unto the term of 90 years, from thence next enſuing, fully to be compleat, in caſe the ſaid *V.* and *R.C.* were then preſently able to leaſe the Premiſſes in poſſeſſion. And if in caſe there were any former Eſtate for term of life, or the term of 90 years, immediately after the end, expiration, ſurrender, forfeiture, or determination of the ſame former Eſtate, at and under the yearly Rent of, &c. of lawful money thereby reſerved. As in and by the ſaid recited Indenture, relation being thereunto had, more at large it doth and may appear: The Eſtates, Term, and Intereſts, of and in which ſaid recited Indenture of Leaſe, and Premiſſes, is ſince by mean Conveyances, and Aſſignments, lawfully come to the ſaid Sir I. *H.* and he the ſaid Sir I. *H.* is thereof lawfully poſſeſſed accordingly. Now this Indenture Witneſſeth, That

Conſideration. the ſaid Sir I.*H.* for and in conſideration, and to the intent and purpoſe, that the ſaid Dean and Chapter, or their Succeſſors, ſhall and will before the, &c. day of, &c. next enſuing the date hereof, demiſe, grant, betake, and to Farm-let unto the ſaid Sir I.*H.* his Heirs and Aſſigns, all and ſingular the above-mentioned Premiſſes, with all and ſingular the Rights, Members, and Appur-

Habend. tenances thereof, ſituate, &c. To have and to hold all and ſingular the above-mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid Sir I.*H.* his Heirs and Aſſigns, for and during the natural lives of the longeſt liver of them, to the only proper uſe and behoof of the ſaid Sir I.*H.* his Heirs and Aſſigns, during the ſaid term, he the ſaid Sir I.*H.* for the conſideration, and to the intent and purpoſe aforeſaid, hath ſurrendred and yield-

Surrender. ed up, and doth by theſe preſents, ſurrender and yield up unto the ſaid Dean and Chapter, the above-mentioned Indenture of Leaſe of the Premiſſes, and all the Eſtate, Right, Title, Intereſt, Property, Claim, and Demand whatſoever, which the ſaid Sir I. *H.* now hath, or at any time hereafter may have, of, in, or to the Premiſſes, and in or to any part or parcel thereof, by vertue of the ſaid Indenture of Leaſe, and any Aſſignment and Aſſignments, and Conveyances thereof whatſoever. Provided always, and upon Con-

dition

Condition nevertheleſs, that if the ſaid Dean and Chapter, or their Succeſſors, ſhall not before the ſaid day of——— next enſuing the date hereof, make a Demiſe, good and ſufficient in Law, of all and ſingular the Premiſſes, unto the ſaid Sir *I.H.* his Heirs and Aſſigns, for the term of the lives of the ſaid Perſons, as is before expreſſed, according to the true intent and meaning of theſe preſents: Then this Surrender to be utterly void, and of none effect, Any thing herein contained to the contrary in any wiſe notwithſtanding: In Witneſs, &c.

WILLS.

WILLS.

A Citizens Will with Deviſe of Lands.

IN the Name of God, Amen; the 14th Day of, &c. I *R. C.* Cit. and *S.* of *L.* although ſick in body, yet of good, perfect, and ſound memory, praiſed be Almighty God therefore, do make and ordain this my preſent Will and Teſtament, containing therein my laſt Will, in manner and form following, That is to ſay: First, I commend my ſelf and all my whole Eſtate to the Mercy and Protection of Almighty God, being fully perſwaded by his Holy Spirit, through the Death and Paſſion of Jeſus Chriſt, to obtain full pardon and remiſſion of all my ſins, and to inherit everlaſting life, to which the Holy Trinity, one Eternal Deity, be all Honour and Glory for ever, *Amen.*

Burial. Debts paid. And I will and ordain, That all ſuch Debts as I ſhall happen to owe at my Deceaſe, ſhall be truly paid as they ſhall grow due; and that the Funerals of my Body be only ſuch as ſhall beſeem a Chriſtian, after the diſcretion of my loving Wife and Overſeers, and my ſaid Debts which I then ſhall owe, being defalked, and my Funeral Charges deducted, I will that the reſidue of all and ſingular my Goods, Chattels, Plate, Jewels, Wares, Merchandizes, and Debts to me owing, and ready money, ſhall be limited and reckoned in three equal parts, according to the Cuſtom of the City of *L.* one full third equal part whereof, I give and bequeath unto *J.* my ſaid loving Wife, in full Recompence, Contentation, and ſatisfaction, of and for all ſuch part and portion, as ſhe by the ſaid Cuſtom or otherwiſe ought to have, or can or may claim to have, of all my ſaid Goods, Chattels, Debts, ready Money, and other the Premiſſes whatſoever, and one other full equal third part thereof, I give and bequeath to and amongſt my five Children, *that is to ſay, R. J. S. A.* and *E.* to and amongſt them, part and part-like to be divided, and to be paid and delivered to my Sons ſeverally, their parts thereof, as they ſeverally ſhall accompliſh the age of 21 years, and to my Daughters their parts thereof, as they ſhall ſeverally come to the ſaid Age, or ſhall be married, as either of the ſame ſhall firſt happen. And I will, That if any of my Sons do deceaſe before the Age of 21 years, and that if any of my Daughters do deceaſe before the ſame Age and before their Marriage, that then, in ſuch caſe the portion of every of them ſo deceaſing, ſhall remain and be to the Survivors and Survivor of them, part and part-like to them to be divided.

Diviſion of the goods into three equal parts after the Cuſtom of London, *viz.*

1. *One to the Wife.*
2. *The other to the Children.*
3. *For the performance of the Will.*

In caſe any deceaſe, the other to have the Deceaſes part amongſt them.

Provided

Provided always, And I do will, provide, and ordain by theſe preſents, That if hereafter I ſhall fortune to have any more Child or Children than above-named, then every ſuch Child or Children ſhall have like rateable part and portion of and in all my ſaid Goods, Chattels, Debts, ready Money, and all other the Premiſſes, with thoſe my Children before named, as if they expreſly amongſt them had been named by name, to have been equal partakers thereof, Any thing whatſoever to the contrary notwithſtanding. And the other full third part and reſidue of all my ſaid Goods, I do will and appoint to and for the performance of this my preſent Teſtament.

If he have more Children, then they to partake rateably of the ſaid third part.

A third part for Legacies.

And firſt, I give thereof to, &c. *Item*, I give and bequeath, &c. *Item*, I give, &c. *Item*, I give and bequeath to my Servant *R.H.* and *R.A.* to every of them 20 *l.* a piece, to the intent and upon Condition, That they and either of them ſhall diligently and faithfully help and aſſiſt to the gathering in of my Debts, by the ſpace of one whole year next after my Deceaſe, and longer as need ſhall require.

Item, I will that my Wife ſhall have all her wearing Apparel for her body, as well Woollen as Linnen, and all her Linnen for Children, and all ſuch Rings and Bracelets as ſhe hath.

Gift to the wife of wearing Apparels, &c.

Item, I give and bequeath to my ſaid Wife, for and in full Recompence of all her Dower, Right, Title, and Intereſt, and other Demand whatſoever, which ſhe may have or make to all or any part of my Lands, Tenements, and Hereditaments, or to any Rents or Profits thereof, or of any part thereof, the Sum of 200 *l.* of, &c. Provided always, and my Will is, That if my ſaid Wife in her pure Widowhood being, do not make and deliver ſuch lawful Releaſe and Releaſes, if need be, within the ſpace of three months next after my Deceaſe, to the hands of my Overſeers herein after named, for and to the uſe of my Children, according to their ſeveral Eſtate in my Lands hereafter, as appear in theſe Preſents, as that thereby all the Eſtate, Right, Title, Intereſt, and Demand of my ſaid Wife to my ſaid Lands, Tenements, and Hereditaments aforeſaid, and all profits thereof, ſhall be annihilated and determined, ſaving only to her ſuch Intereſt as I ſhall give her by theſe Preſents, that then my ſaid Legacy of 200 *l.* by me to my ſaid Wife above given, ſhall be utterly void, and ſhall not in any caſe be demandable or payable before ſuch Releaſes as aforeſaid, ſhall be by her delivered, any thing aboveſaid to the contrary notwithſtanding.

Legacy to the wife, in full recompence of her Dower.

Condition, that if ſhe deliver not a Releaſe for her Dower to the Overſeers of the will, then her Legacy to be void.

Item, I give to *A.B.* a black Gown, &c. *Item*, &c. I will there be not ſpent in my Funerals above the Sum of 200 *l.* The reſidue of all and ſingular my Goods, Chattels, Debts, and ready Money, remaining after this my preſent Teſtament performed and fulfilled; I give and bequeath to and amongſt my three Sons *R.J.S.* and ſuch other Son and Sons, as I may fortune hereafter to have, to and amongſt them all part and part-like to be divided. Provided always, That if my Son *R.* when he ſhall come of full Age do not make ſuch Surrender of my Copy-hold Land, as hereafter I do appoint him to do in and by theſe Preſents, that then he ſhall loſe his part of the reſidue of my ſaid Goods, &c. and the ſame wholly to remain to and among his other Brethren.

Legacy of the reſt of the goods and debts to the Children.

And

Constitution of Exec. & Overs. The Overs. to be Administ. of the goods to the use of the Children Exec. till they attain 21 years. The Wife to have the education of the Children, if she will.

And I make and ordain my said three Sons *R.I.* and *S.* my Executors of this my present Testament, and I do appoint Overseers thereof *A. G.* and *W.D.* Ald. *A.C.* Salt. *E.H.* Gro. *R.H.* and *R.P.* Goldf. of *L.* And I do will and appoint that the said *A. G. W.D.* and *A.C.* shall be Administrators, and have the Administration of my Goods, Chattels, and Debts, to the use of my said three Sons, till they, or some of them, shall attain to the Age of 21 years. And I will that my said Wife, if she shall so like of it, shall have the Education of my said Children, both Sons and Daughters, during their minority, so far forth as she keep them to Learning, at the discretion of my Overseers.

One to have the custody of the Childrens portions, putting in sufficient Sureties to the Chamberlain of L. and pay 5 l. a hundred.

Nota, *Mr. F. said, That notwithstanding this manner of dividing of the custody of an Orphan to a Friend, yet the Mayor & Aldermen may (if they will) dispose of the custody of such an Orphan; albeit commonly they do not without some good cause of exception to whom the custody is willed.* Nota, *Mr. F. said, That for every 300 l. of Orphanage portion, the allowance by the custom is 5 l. per an. for the first 100 l. 5 Marks for the 2d 100 l. & 5 Nobles, for the 3d 100 l. but of later order, 5 l. in the hundred is allowed throughout all the Portions of Orphans.*

And further I do will and appoint, That the said *A.* shall have the use and custody of the portion of my Son *R.C.* during his minority, putting in sufficient Sureties to the Chamberlain of *L.* for the same, according to the ancient Custom, and paying yearly thereof 5 *l.* upon every 100 *l.* of the same portion, to the use of my said Son *R.* whereof I will to be paid and allowed yearly towards his Education, and bringing up 15 *l.* and the residue thereof to be paid and allowed to him at his full age of 21 years, or if he die before, then to be distributed amongst other my Children, as his Childs portion in that case is limited to be.

Item, I will that the said *W. D.* shall have *I. C.* his portion, &c. as before the use of *S.* his portion, bequeathed to *I.H.* in form aforesaid.

Item, I will and appoint that the said *R.H.* shall have the custody and use of the portion of my Daughter *A.* during her minority, or until her Marriage, putting in Sureties, &c. and paying, &c. whereof 15 *l.* yearly, &c. and the residue thereof to be paid and allowed her at her full Age of 21 years, or Day of Marriage, That is to say, such of the same times as shall happen first to come. (*E.* her Portion committed to *A. P.* after the form last limited.) And as touching the disposition of my Lands, Tenements, and Hereditaments, I will and devise thereof, and therefore in manner, &c.

Devise of Lands.

Entailment of the dwelling-house to the Son.

First, I give, grant, devise, and bequeath to *R.C.* my eldest Son, all that my great Messuage, with the Appurtenances, wherein I now dwell, situate, &c. which I late purchased of *G.W.* To have and to hold the said Messuage, with the Appurtenances, to the said *R.* my Son, and the Heirs-male of his body lawfully to be begotten, and for lack of such Issue, the remainder thereof to my Son *I. C.* and the Heirs-male, &c. and for lack of such Issue, to my Son *S.* &c. and for lack of such Issue, to the next right Heirs of me the said *R.C.* the Father, for ever.

Entailment of other Land.

Item, I give, grant, devise, and bequeath to *I.C.* my Son, all and singular my Lands, Tenents, and Hereditaments in *H.* and *E.* in the County of *H.* or elsewhere in the same County, and all and singular my Lands, Tenements and Hereditaments, which I purchased of *I.W.* To have and to hold all the same Lands, Tenements, and Hereditaments to the said *I.C.* and the Heirs-male of his

his body lawfully begotten; and for lack of such Issue, the remainder thereof to, &c.

If he in his lifetime surrender not certain Land to the younger Son, then his eldest Son to surrender it after his decease.

And if I in my life do not surrender to the use of my said Son *J. C.* and his Heirs, such Copy-hold Lands as I have in, &c. then I will and appoint, that my Son within six months after he shall come of full age, shall Surrender all the said Copy-hold Lands to the use of his said Brother *J.* and of his Heirs, according to the Custom of the Mannor there, without Fraud or Covin.

All Iron-work, Glass, Wainscoat, &c. to remain with the Freehold of the House.

And I do will, that all Lead-Cisterns, Wainscot, Glass, Iron-work, Doors, Locks, Keys, Hangings, and painted Clothes in my said Messuage in *W.* shall remain and pass with the Freehold of the same without any value or price to be set thereof.

An appointment of a certain Person to have the Gathering of Rents, during the Sons minority, and to make him account at his Age.

And I will that the said *A. G.* shall have the Governance and gathering of all such Rent, as shall be due and payable to my said Son *R.* during his minority, and that my said Friend *W. D.* shall have the Governance, &c. as, &c. to my Son *J. C.* during his minority, and they thereof to accompt with my said Children at their full age.

Rings to the Overseers.

Item, I give and bequeath to every one of my said Overseers one Ring of Gold apiece, with the fashion, every of them to be worth five Marks, and 10 *l.* to every of them apiece in money, for their pains in the Premisses to be taken, wherein I pray them to deal as becometh faithful Christians, as they will answer therefore before God. In witness whereof hereunto I have subscribed my Name, and set my Seal in the presence of these witnesses, whose Names are subscribed.

Witnesses, { *A. B.* *C. D.* *E. F.*

A Devise depending on an Indenture, to convey Lands and Rent to the use of a Colledge.

TO all to whom, &c. *J. S.* Cit. and M. of *L.* sendeth Greeting in our Lord God everlasting. Whereas our Soveraign Lord, &c. by his Highness Letters Patents, under the Great Seal, &c. bearing date, &c. for the consideration and purpose in the same Letters Patents expressed, hath given and granted to *W. F.* &c. all that yearly Rent, &c. and also by the same Letters Patents hath given & granted to the said *W.* his Executors & Assigns, all the Arrearages of the said yearly Rents of, &c. from the Feast, &c. And one writing Obligatory of 200 Marks, &c. as by the said Letters Patents, &c. And whereas also the said *W. F.* in his own Right, & to his own use, is lawfully & solely

ſolely ſeiſed of and in one Capital Meſſuage, &c. (as is recited in a former Indenture.) And whereas alſo in and by a certain Indenture *Quadri-partite*, bearing date, &c. made between, &c. It is covenanted and agreed by and between the ſaid parties, that the ſaid *W. F.* from and againſt him the ſaid *W.* and his Heirs, ſhall grant, convey, & aſſure to me the ſaid *J. S.* and mine Heirs for ever, as well the ſaid Capital Meſſuage, &c. as alſo the ſaid yearly Rents &c. and all the Arrearages thereof aforeſaid, and alſo the ſaid Writing Obligatory, &c. upon and under ſuch condition as in the ſaid Indenture *Quadri-partite* is expreſſed, That is to ſay, That I the ſaid *J. S.* ſhould make and declare my laſt Will in writing, &c. as in the former recited Indenture is expreſſed, as by the ſaid Indenture *Quadri-partite*, amongſt, &c. may appear. And whereas the ſaid *W. F.* ſithence by his Deed, bearing date the 13th day of this preſent *J.* in this preſent 12th year of the Reign, &c. hath given, granted, conveyed, and aſſured to me the ſaid *J. S.* and mine Heirs for ever, as well the ſaid Meſſuage with the Appurtenances, as the ſaid yearly Rents and Arrearages thereof, together with the Obligation aforeſaid, upon and under condition, and to the intent in the ſaid Indenture *Quadri-partite*, expreſſed and ſpecified. Now knows ye, That I the ſaid *J. S.* being of perfect mind and memory, and faithfully meaning to keep and perform the Condition aforeſaid, and that all the Premiſſes ſhall and may be had and enjoyed for ever, and likewiſe be for ever employed and beſtowed in manner and form aforeſaid (according to the Covenant or Ordinances and Agreements contained in the ſaid Indenture *Quadri-partite*) do by theſe preſents declare, and make my laſt Will and Teſtament, of and for the ſaid Meſſuage and Tenement, with the Appurtenances, and of and for the ſaid yearly Rents and Arrearages thereof, and of and for the ſaid Obligation in manner and form following, That is to ſay, I do by this preſent Will and Teſtament, give, deviſe, will, and bequeath the ſaid Meſſuage or Tenement, with the Appurtenances, and the ſaid yearly Rents and Arrearages thereof, and the ſaid Obligation, unto the ſaid Maſter and Wardens of the Merchant Taylors of the Fraternity of St. *J.* in the City of *L.* by whatſoever name they be incorporated, and to their Succeſſors for ever. In Witneſs whereof, to this my laſt Will ſo made and declared as aforeſaid, of and for the Premiſſes, I the ſaid *J. S.* have ſet mine Hand and Seal the 30th day of *J.* in the 14th year, &c.

A Note touching the Diſpoſition of Lands to a Corporation, as the ſame be not within the Statute of Mort-main.

THeſe are to let you underſtand, That Mr. *R.* is of Opinion, as touching the Execution of *F.* his good zeal and meaning of his gift of the Annuities, and of his houſe in *C.* ſtreet, That the ſame is not to paſs in ſuch ſort as the Books are already penned, for the ſaid Gifts are within the compaſs of the Statute of *Mortmain*, whereby his honeſt meaning may in ſhort time

be

be defrauded, and therefore he thinketh it the ſureſt way that the ſame be done by Will, viz. That Mr. F. do enfeoff ſome antient man that is unmarried upon condition, that he ſhall make his laſt Will and Teſtament in writing, and by the ſame ſhall forthwith will and deviſe the ſaid Houſe unto the Corporation of the M. and then a pair of Indentures of Covenants to paſs between the Colledge and Mr. F. on the one part, and the Maſter and Warrens on the other part. By which Indenture ſhall be expreſſed all Mr. F. his meaning, to what uſes he will have the Profits of the ſaid Houſe to be imployed. And the like deviſe may there be of the Annuities. This is a good ſure way, becauſe the Cuſtom of the City doth warrant the ſame.

A Generall Will.

In the Name of God, Amen. The 19th day, &c. In the year of our Lord God, &c. I F.G. &c. being of good and perfect Remembrance, Laud and Praiſe be to the Almighty God, knowing that I am naturally born, and ordained to die, and to paſs from this mortal world, and tranſitory life, minding to put in order, as well of all and ſingular my Goods and Chattels, whatſoever I have, and Debts whatſoever to me owing; as alſo to declare how I have beſtowed all my leaſes, which I have of my Lands, Tenements, & Hereditaments, to the intent there ſhould be no ſtrife for the ſame, after my deceaſe, do therefore firſt of all, after thanks given to Almighty God for his great benefits, deſire and pray my Children, and all other to be contented with my laſt Will and Teſtament, without any trouble, buſineſs, or vexation of any of them againſt the other for any of my ſaid Leaſes, Goods, Chattels, and debts, as they will anſwer for the ſame before the Judgment-Seat of God: who is the rewarder of all good perſons, and a ſevere Judge and Revenger of all thoſe that do evil. And to avoid all occaſion of charges, I revoke and renounce all former and other Wills and Teſtaments whatſoever, heretofore by me made by word, writing, or otherwiſe, and make and ordain this to be my very true, laſt, and only Will and Teſtament, for and concerning all my ſaid Goods, Chattels, Debts, and every part and parcel thereof, in manner and form following, *That is to ſay*, Firſt, I commend my Soul to Almighty God, and to his Son Jeſus Chriſt, my Saviour and Redeemer, and to the Holy Ghoſt, three Perſons and one God, moſt humbly beſeeching the moſt Holy and Bleſſed Trinity, to have mercy on my Soul, and to pardon and ſo forgive me all my ſins and offences, ſo that I may after this mutable life ariſe with the Elect, and have the life and fruition of the Godhead, by the Death and Paſſion of our Saviour Jeſus Chriſt, according to his merciful Promiſe in that behalf. *And I will*, that my Body be decently buried in the Pariſh Church in the which it ſhall happen to deceaſe, and my Funeral to be ordered by the Diſcretion of my Executors hereunto named. *Touching the Soul.*

Item, I will, that my Debts which I ſhall owe unto any perſon or perſons, at the time of my deceaſe, either by Law or Conſcience, be well and truly *First Debts to be truly paid.*

contented and paid within convenient time. And after my said Debts be discharged, I will that all my moveable Goods, Chattels, and Debts to me owing within such convenient time as mine Executors shall think fit, may be divided into three equal parts and portions, according to the laudable Custom of the City of *L.* of which I am a Citizen; one equal part and portion whereof, I will and appoint to and for the performance of this my last Will and Testament; and one other equal third part and portion thereof, I give unto *Elizabeth*, my well beloved Wife; and the other equal third part and portion thereof, I give and bequeath to and amongst *F. T.* and *M.* three of my Sons, yet by me not advanced, and to and amongst *A. K.* and *M.* my three Daughters already married, and yet not fully advanced; for whereas I have given with every of the same my Daughters 200 *l.* a piece in their Marriage, my Will and mind is, that the same shall not be taken or deemed to be a full advancement to my said three Daughters, or any of them, but I do will and ordain by these presents, That first my said three Sons, *F. T.* and *M.* shall have allotted to every of them 200 *l.* a piece, out of that third part of my said Goods, and other the said Premisses, which I have here above given and bequeathed to them, and their said three Sisters, and that then the residue of the said third part shall be divided to the said *F. T. M. A. K.* and *M.* portion and part like. As for my eldest Son *T. G.* he is by me already fully advanced. And I have of him his clear Acquittance in that behalf. Also, my will and mind is, That if any of my said Children being yet within age, and not married, do dye or decease, before they shall accomplish their several ages of 21 years, that then the part and portion of him, her, or them, so deceasing, shall be equally divided, to and amongst the other of them my said six Children surviving, portion and portion like.

Item, I give and bequeath unto my said Daughter *K.* the sum of 40 *l.* in money; and I give and bequeath unto *E.* and *R.* Children of my said Daughter *K.* 10 *l.* in money; That is to say, to either of them 5 *l.* to be paid and delivered unto them, at their lawful age of 21 years, or days of marriage: And if either of them die before they accomplish their said age of 21 years, or days of marriage, the survivor to have the others portion of this my Legacy; and if they both decease before they accomplish their said age or marriage, then I give and bequeath the same 10 *l.* to and amongst the Children of my said Daughter *A.* equally to be divided amongst them, to be paid and delivered unto them at their lawful ages of 21 years, or days of marriage, and if any of them do die before the time limited, then the Survivors or Survivor of them to have and enjoy the same.

Item, I give and bequeath to the said *A.* my eldest Daughter 46 *l.* 13 *s.* 4 *d.* in money, to be paid unto her within six months next after my decease.

Item, I give and bequeath unto my said Son *T. G.* the sum of 40 *l.* of lawful &c. over and besides his Childs part aforesaid. Also I give and bequeath unto my Son *M. G.* the sum of 40 *l.* of like money, over and besides his Childs part aforesaid.

Item, I give and bequeath unto my son *F. G.* 40 *l.* in money, over and besides his Childs part aforesaid. Moreover I give and bequeath unto *A. D.* one of the Daughters of, &c. late of *L.* Hab. deceased, the sum of 100 *l.* of lawful

&c. to be paid unto her at her age of 20 years, or day of Marriage, at the diſcretion of mine Executrix.

Alſo, I will and bequeath, &c. Moreover I give unto *H. C.* my Nephew, the Sum of 6 *l.* 13 *s.* 4 *d.* of, &c. Alſo I give, &c. *Item*, I give, &c. *Item*, I give unto the two Hoſpitals in *L.* the one called *Chriſts Hoſpital*, and the other St. *Thomas Hoſpital* in *Southwark*, to either of them the Sum of 3 *l.*

Item, I give unto the Priſoners of *Newgate*, *Ludgate*, the *Kings-Bench*, and the *Marſhalſey*, to every of them 3 *l.* 6 *s.* 8 *d.* Moreover, I give to the Worſhipful Company of *M.* in *L.* whereof I am a Fellow, towards a Recreation to be had amongſt them at my Burial, the Sum of 6 *l.* 13 *s.* 4 *d.* and a Cup of Silver and Gilt, of the weight of 40 Ounces, to remain in that Company for ever, and to have graven in the bottom theſe two Letters *F. G.* and a Poſie written in this manner;

When the Drink is out, and the Bottom you may ſee,
Remember your Brother J. G.

as a Remembrance of my Fellowſhip amongſt them. Alſo I will that there be Spice-Bread given to the Livery, according to the Cuſtom, and to the Clark of that Company I give 20 *s.* and to the Beadle thereof 10 *s.* Alſo I give to the poor Alms-men of our Houſe, who be of our Livery, to each man 20 *s.* for their relief. *Item* I give, &c. *Item*, &c. **Provided always**, and my further will, mind, & intent is, that if at any time hereafter any ſtrife, variance, quarrel, ambiguity, doubt, or ſcruple, ſhall ariſe, happen, or grow, for or concerning this preſent laſt Will and Teſtament, or any Deviſe, Legacy, Bequeſt, or other thing whatſoever contained in the ſame; Then I will and ordain, that all and every ſuch ſtrife, &c. without any further Suit or Trouble, to be heard, known, examined, tryed, and finally determined by my Friends hereafter named; **That is to ſay**, The Right Worſhipful Sir *W. C.* Kt. the Maſter of the Rolls, *R. H.* Eſq; Mr. *T. A.* Hab. and Mr. *R. H.* Merch. And I give to the Maſter of the Rolls for his pains 10 *l.* in money, and to the other three, to every of them for their pains 6 *l.* 13 *s.* 4 *d.* and Gowns for them and their Wives. And I do charge and command my ſaid Executrix, and others, named in this my laſt Will and Teſtament, to perform, fulfil, and obey, in all things, the Orders and Determinations of my ſaid Friends in the Premiſſes, as they will anſwer to Almighty God to the contrary. And as concerning Gowns of Black to be given unto divers of my Friends and Kinſfolk, I leave unto the diſcretion of my ſaid Wife and Friends. **Alſo** I will and determine, that there ſhall be given out of the third part of my Goods and Chattels, appointed to the performance of this my preſent Teſtament, twelve poor mens Gowns of Manzel Frieze, or other Cloath, at my ſaid Friends diſcretion; to the pooreſt of St. *S.* Pariſh, ſix, and in St. *A.* Pariſh other ſix. **And I Will** that there be made after my Deceaſe twelve Sermons, of wiſe, ſober, and virtuous learned men; **That is to ſay**, Six in St. *S.* Pariſh Church, and ſix in St. *A.* Church, at ſuch times as my Executrix and Friends aforeſaid ſhall think them moſt convenient, & the Preacher to have given to him at every Sermon 6 *s.* 8 *d.* **And I Will** that all the Charges of my Funerals and Burying, ſhall be paid out of the ſaid 3 *d.*

part of my Goods aſſigned to the performance of this my Teſtament. **And** as touching the diſpoſition of all my Leaſes and Annuities, whereof I have already made any Conveyance, I will that the ſame, and all and every part and parcel thereof, ſhall remain and be, according to ſuch Covenants, Grants, and Conveyances, as is thereof made by me long before the Date of theſe preſents. **And** for the reſidue of all my ſaid Leaſes and Annuities, if any remain by me not before conveyed, I will that the ſame be taken and recovered amongſt my other Goods and Chattels, the reſidue of all my Goods, Chattels, and Debts, remaining unbequeathed, after my Debts paid, and my Funerals diſcharged; and this my laſt Will and Teſtament in every thing performed, I wholly give and bequeath the one half thereof to *E.* my well-beloved Wife, and the other half thereof to and amongſt all my Children, equally to be divided to them part and part like. And I beſeech Almighty God, for his dear Son Jeſus Chriſts ſake, to grant to the ſaid *E.* my Wife, of his Grace, to have good conſideration of her ſelf, and well and ſoberly to uſe it, and the reſt to God's Honour, and her own comfort. And I make and ordain the ſaid *E.* my Wife, my ſole Executrix of this my laſt Will and Teſtament, moſt heartily beſeeching her, that as ſhe hath ſhewed her ſelf faithful and loving unto me whileſt we have lived together, ſo ſhe will continue a natural Mother towards my Children, and a Friend to my Kindred, according to her Ability, and their Diſtreſs, as my truſt is in her ſhe will be. And I do make and ordain the ſaid Sir *W.C.* Kt. *H.T. A.* and *R.H.* Overſeers of this my preſent Teſtament and laſt Will. **Provided always**, and I do Will and Ordain by theſe preſents, that if any of my Children do make any Suit, Trouble, or Demand in Law, of, or for any part of my Goods or Chattels, otherwiſe than according to the true meaning of this my laſt Will and Teſtament, that then every of them ſo doing, ſhall clearly loſe all ſuch Legacies or other Benefit, as they or any of them might have thereby. And that all my ſaid Children to any of them made, which ſhall commence any ſuch Suit, Trouble, or Demand, as aforeſaid, ſhall be as clearly void, as if the ſame had never been to him given or made. **In witneſs whereof**, I the ſaid *J.G.* have ſubſcribed this my laſt Will and Teſtament with my own Hand, and thereunto put my Seal. Given the Day and Year firſt above-written.

Sealed, declared, and delivered up by the ſaid J.G. *in the preſence of theſe Witneſſes, whoſe Names are ſubſcribed,*

Witneſs, *A. P.* &c.

A Will.

IN the Name of God, Amen. The 8th &c. in the Year of our Lord God, &c. and in the 17th Year of the Reign, &c. I *J.M.* Cit. &c. being in health of body, and of good and perfect memory (thanks be to God) do make this my laſt will and Teſtament, in manner and form following; That is to ſay, Firſt, I bequeath my Soul and Spirit into the Hands of Almighty God my Heavenly Father, by whom of his meer and only Grace I truſt to be ſaved and received into Eternal Reſt, through the death of my Saviour and Redeemer Jeſus Chriſt, in whoſe precious Blood, I ſet the whole and only hope of my Salvation; my wretched Body, in hope of a joyful Reſurrection, I commit to the Earth to be buried, with ſuch charges, and in ſuch place, as my dear Wife *M.* ſhall think good. And touching the diſtribution of my mortal goods, I diſpoſe of the ſame as followeth.

Firſt, I will, that all ſuch Debts as I owe ſhall be truly paid.

Item, I give to my ſaid Wife *M.M.* 100 *l.* of, &c. upon condition, that ſhe claim no Title or Intereſt of Dowers or Thirds, of and upon my Houſe and Land in *E.* in the County of *M.* which I have in Fee-ſimple.

Item, &c. *Item*, &c. *Item*, &c. To Mr. *J.F.* Miniſter, I do clearly forgive the Sum, &c. of lawful, &c. which he oweth unto me.

Item, I give and bequeath to the Company of *F.* of the City of *L.* the Sum of 6 *l.* of, &c. in ſuch manner, form, and condition, and to be beſtowed as followeth; That is to ſay, That after my death, the Wardens of the ſaid Company for the time being, whatſoever, or any other in that behalf having ſufficient Authority, ſhall lend it yearly unto three ſuch poor men of the ſaid Company, as they ſhall think to have moſt need, 40 *s.* apiece, for and during the ſpace of two whole years next following, ſo that the ſaid poor men put in ſufficient Sureties for the repaying of the ſame, at the end of the ſaid two years, and then to be asked and required again by the ſaid Wardens or others, having authority for the time being; and forthwith to be delivered to three other, in manner and form, and for the term aforeſaid. And ſo I will the ſaid 6 *l.* to be uſed from two years to two years for ever. Provided always, That the ſaid Company ſhall put in ſufficient Sureties unto mine Executors, or any other having right to take any ſuch Bond of them, for the full accompliſhing for ever of this my laſt Will herein, or elſe this Legacy to be of none effect: The reſidue of all and ſingular my Goods and Chattels whatſoever herein not bequeathed, (the Thirds due by Law and Cuſtom unto my ſaid Wife (except the Thirds and Dowry of my ſaid Houſe and Lands in *E.* aforeſaid) and alſo the part and portion unto my Son *J.M.* according to the Cuſtom of the City of *D.* paid and diſcharged) I wholly give and bequeath unto my other two Children *T.M.* and *S.M.* equally amongſt them to be divided.

Item, I Will and Ordain, That the parts and portions of my ſaid Children, and all and every other thing and things to them belonging, ſhall for their behooſs, during their and every of their ſeveral Minorities, remain and be in the hands, cuſtody, and governing of the ſaid *R.M.* to imploy every of the ſame as he ſhall think good for the profit and commodity of my ſaid Children; And that if any of my ſaid Children dye under age, that then the Part, Portion, and Legacies of him or they ſo dying under age, ſhall belong and appertain unto the Survivors, or Survivor of my ſaid Children. **And I Will** that my ſaid Children ſhall be trained and brought up in vertuous Learning, or ſuch other honeſt Vocation, as it ſhall pleaſe God to make them apt unto. **And I Will** that *A.B.* ſhall have the education and cuſtody of my ſaid Son *J.M.* during his Minority: And that *C.D.* ſhall have the education of my ſaid Son *T.M.* during, &c. **And I Will**, that *E.F.* ſhall have the education of my ſaid Son *S.M.* during, &c. And that my Executor, out of this my laſt Will and Teſtament, out of the Profits to be gotten by the uſe and occupying of my ſaid Childrens Parts, Portions, and Legacies, ſhall yearly yield, pay, and allow, to every of the ſaid ſeveral perſons, before ſeverally appointed, to have the ſeveral educations of my ſaid Children, towards their finding and School, 10 Nobles apiece of lawful, &c. during ſuch time only as they ſhall go to School, and no longer: And if the charges thereof come to more, the ſame to be allowed by my ſaid Executor. **Provided always**, And my intent, will, and meaning is, That my ſaid Executor, or any other by his Title or Authority, ſhall not ſell or alienate by any means, any part or parcel of my Leaſes, Houſes, or Lands, but ſhall let them remain in ſuch ſort, as they are in at the time of my death, to my Children, and their uſe and behooſ, in ſuch manner and form as is aforeſaid. But as for my Houſhold-ſtuff, my Will is, that it ſhall be ſold to the beſt advantage, excepting ſuch parcels of any manner of thing as my Wife ſhall chooſe out for part of her portion, if ſhe like of any thing.

Item, I make and ordain the ſaid *R.M.* to by my full, whole, and only Executor of this my laſt Will and Teſtament, and my very dear Friends *C.D.* and *E.F.* I make and ordain Overſeers of this my laſt Will and Teſtament; and I give unto every of them, &c. a piece for their pain, to be taken in the Overſeeing thereof; requiring them, in the name of God, to ſee this my laſt will and Teſtament performed accordingly: And I do utterly revoke all former Wills and Teſtaments, by me in any wiſe heretofore made or declared. **In Witneſs**, &c.

FINIS.

Anno Gratiæ circiter 610.

IN Christi Nomine. Aethelbertus Rex, Deo inspirante, pro animæ suæ remedio, dedit Episcopo Mellito terram quæ appellatur Tillingham, ad Monasterii sui solatium; scilicet, Monasterii Sancti Pauli Apostoli Doctoris Gentium: Et ego Aethelbertus, ita firmiter concedo tibi Præsuli Mellito potestatem ejus habendi & possidendi, ut in perpetuum Monasterii utilitate permaneat. Si quis vero contradicere tentaverit hanc donationem, *Anathema* & *Excommunicatus* sit ab omni societate Christiana, usque ad satisfactionem. Qua de re, Ego Episcopus Mellitus una cum rege Aethelberto Humfredum Episcopum subscribere rogavi ✠ Signum manus Humfredi Episcopi. ✠ Signum manus Lecharii Episcopi. ✠ Signum manus Eabane. Signum manus Aethelwoldi. Signum manus Aelpine; & alior' multor'.

Anno Gratiæ circiter 930.

IN Nomine Domini Nostri Jesu Christi salvatoris: Ea quæ secundum legem salubriter deficiuntur, licet solus sermo sufficeret, tamen pro evitanda futuri temporis ambiguitate fidelissimis scripturis & documentis sint commendanda; Quamobrem Ego Aethelstanus Rex Anglor. pro æternæ retributionis spe, & relaxatione peccator. meorum, ad laudem Domini nominis, & ad honorem Sancti Pauli Apostoli & Gentium Doctoris, regali authoritate renovavi atq; restauravi libertatem ad Monasterium ipsius Statutum in Londonia Civitate; ubi diu Sanctus Erkenwaldus Episcopatum tenuit: Qui etiam propensius in Monasterii Studens proficuo illud Privilegium quod hactenus in præfat' habetur Monasterio in urbe *Romulea* confirmari patebat; aliaque quam plurima privilegia, quæ nostri Anteccessores pro redemptione animarum suarum & pro cœlestis regni desiderio constituerunt,

ſtituerunt, & illo Monaſterio ſcripto continentur. Hæc eſt interim illa Libertas, quam ut perpetualiter in prædicto Monaſterio permaneat, animo libenti conſtituo; id eſt decem maſſas ad Sandonam cum Wothe, & octo Aet eardeleage, cum Luffanhaeth, & decem ad Bylcha cum Wicham, & octo ad Tidwolditton, & duodecem ad Runwella, & triginta ad Eadulfesnesa, & decem ad Daegtun, & octo ad Berne, & decem ad Neosdune cum Pilleſdune; hanc ego libertatem pro petitione & admonitione Venerabilis Epiſcopi Theodorici, qui tunc temporis eidem Monaſterio Præfuit, placabili mentis devotione, dictare, ſcribere, commendare procuravi: Si quis vero, quod non optamus, hujus Decreti adverſitat' infringere tentaverit, aut aliter quam a nobis ſtatutum eſt mutare præſumpſerit, ſit a conſortio Domini noſtri Jeſu Chriſti ſegregatus, & cum lupis rapacibus ponatur, & ejus ligaturis ſe convinctum ſciat, cui Chriſtus Clavis Cœleſtis Regni commendatus, ait, *Tu es* Petrus, *& ſuper hanc Petram ædificabo Eccleſiam meam; & tibi dabo, Claves Regni Cœlorum, & quodcunque ligaveris ſuper terram, erit ligatum & in Cœlis, & quodcunque ſolveris ſuper terram, erit ſolutum & in Cœlis.* Denique adhuc pro ampliori firmitati teſtamento, omni noſtro præcipimus, atque præcipiendo obſecramus, ut maneat iſta libertas inſolubiliter ab omni ſeculari ſervitio, cum omnibus per circuitum ad ſe rite pertinentibus, Campis, pratis, paſcuis, ſylvis, rivulis, tribus exceptis expeditione pontis arciſque conſtructione & exercitu. Idcirco vero hujus donationis munificentiam tam firmiter atque immobiliter imperamus, quia per hoc a Domino cœleſtem beatitudinem accipere ſperamus, illo annuente, cui eſt honor, & poteſtas, & Imperium, per infinita ſeculorum ſecula. Deinde hujus Decreti conſentiens teſtis fuit Adegarus Archipræſul, & Wakitell Metropolitanus *Eboracenſis*, Eccleſiæ, & Elfſtanus, *Lundonienſis* Epiſcopus, & Adulf *Herefordenſis* Baſilicæ Epiſcopus, & Aelfere Dux, & Bythnod Dux, & Aelfric Abbas, & Aelfſtane Abbas, & multi alii.

Hæc

Hæc ſunt Expoſitiones antiquorum Vocabulorum in Charta Regis contentorum, excerpt. ex vetere libro in ædibus Divi Pauli Lond. reſervat.

A.

Auerpeny, Quod quieti ſint de denar. dand' pro Auenagio Domini Regis.

B.

Bladwycke, Quod habeant omnia amerciamenta pro ſanguine effuſo in terra & quod habeant inde placita in Cur' ſua & quod habeant commoda inde provenientia.

Bourghbreche, Quod quieti ſint tranſgreſſionibus in Civitat; aut Burgo fact. cont. paeem.

Bordhalfpeny, Quod quieti ſint de quadam conſuetudine exacta in mercato pro tabulis levatis ubi datur obolus pro tabula.

Burghbote, Quod quieti ſint de reficiend. pontibus tranſitoriis vel hujuſmodi.

Bourgbote,, Quod quieti ſint de auxilio faciend. ad reficiend, Burg. Caſtrum vel Civitatem vel muros proſtratos.

C.

Childwite, Hoc eſt quod capiant greſuma. aliqua. de nativa ſua corrupta & pregnante ſine licentia ſua.

Danegeld,

D.

Danegeld, Quædam consuetudo quam Dani levaverunt in Anglia.

F.

Flemeneſwite, alias **Fledwite**, Quod quieti ſint de amerciamentis cum quis Utlagatus aliqu. venit ad pacem Dom. Regis ſponte vel licentiatus.

Flythwite, Quod quieti ſint de Amerciamentis pro contentione & conviciis motis in exceratus.

Flemenſefrith, Quod habeant catalla hominis ſui fugitivi q. Freth. Angl. Ronne Chatell,

Foꝛſtall, Quod quieti ſint de Amerciamentis de Catall. infra terram ſuam vel extra areſtat. & quod habeant & teneant placita inde provenientia.

Foꝛſong, **Frithſolkne**, Libertas Franci Plegii.

G.

Gꝛithbꝛeach, hoc eſt, quod pax Domini Regis non ſit fracta ſed teneatur.

Gꝛith, Anglice Pax,

Geld, Quod quieti ſint de conſuetudinibus & ſerviciis, quæ quondam dari conſueverunt, ſicut **Hoꝛnegeld** & ſimilia.

Garnage, Si Dominus Rex talliaverit terr' per carucas.

H.

Hengewite, Hoc eſt, quod quieti ſint de amerciamento pro latrone ſuſpenſo ſine Juditio & juſtitia.

Homſolkne, hoc eſt, quod quieti ſint de ingreſſu Hoſpicor. violent. contra voluntat. Dominorum ac contra pacem & quod teneant placitum in Cur' ſua.

Hydage, Si Dominus Rex talliaverit terr' per Hidas.

Holnegeld, alias **Hoꝛnegeld**, Quod quieti ſint de quadam conſuetudine quondam exacta per tallag' per totam terram, viz. pro quad. beſtia cornutaſin.

Hundꝛede,

Hundrede, alias **Wardpeny**, Quod quieti sint de denar' dand. vel aliis consuetudinibus propositis Hundredi.

I.

Infongenethef, Hoc est, quod Latrones capti in dominio vel feodo suo pro Latrocinio suo convicti fuerint ad furcas proprias suspendantur. **Infenge.**

L.

Leytherwite, Hoc est, quod capiant emend. ab ipso qui corrumpit Nativam suam sine licentia sua.

Lestage, alias **Lestange**, Quod quieti sint de quadam exactione in Nundinis mercat' & Portubus pro rebus Cariand. ubicunq; voluerint.

M.

Miskenning, alial **Misfering**, Transgressio in Verbo vel in facto.

P.

Poundbrech, alio loco **Moundbrech**, Quod quieti sint de transgressionibus erga Dominos commissis.

S.

Soke, Hoc est, sect. de homagio suo habeant in Cur' sua secundum consuetud. regni.

Sake, Hoc est, quod habeant emend' & teneant placita de transgr. hominum suorum in Cur' sua quæ **Sake** Angl. a hesone.

Shot, vel **Skot**, Quod quieti sint de quad. consuetud. sicut de Tallag' scom. ad opus vior' vel alior'.

Stallage, Quod quieti sint de quad. consuetud. exacta pro placeis captis vel assignatis in Nundinis vel mercat'.

Shewinge, alias **Shewite**, Quod quieti sint de amerciamentis in quacunque cur' & coram quibuscunque Cur' de querelis ostensis & non adjudicatis.

Tol,

Tol, Hoc eſt, quod ipſi & homines ſui de toto homagio ſuo ſint quieti omni tolneto, exactione & de omnibus rebus emptis & venditis.

Them & Tem, Hoc eſt, quod tota generatio villenorum ſuor' cum eor' ſectis & catallis ſuis ubicunque inveniantur, niſi manſerint in antiquo Dominico per unum annum vel in aliqua villa privilegiata, viz. in Civitat' Burgo, &c. Ita quod ſint in eorum Communia & Gilda & tunc liberantur a Villenagio, & hic caveant quod non inveniant' in judicio ſuo.

Thotiugpeny, alias **Thaytugpeny**, Quod ſint de tene' vil' hum.

V.

Utfangenthef, alias **Outfongenethef**, Hoc eſt quod Latrones, de Dominico ſuo vel feodo extra terr' vel feodum ſuum capti cum convicti fuerint ad furcas ſuas ſuſpendantur.

Utlepe, Eſcapium de priſona.

W.

Wardewite, vel **Wardwythe**, Quod quieti ſint de amerciamentis pro Wardo faciendo ſecundum conſuetudinem.

Wlelegeldethef, Latro qui poteſt arreſtari.

Wlapentake, Quod quieti ſint de Sect. Hundred. & Wapentake,

Wlardpeny, Quod quieti ſint denar' dand' vel aliis conſuetudinibus propoſit' Hundred.

An Exposition of some Obsolete Words.

Allodialia, Free or Freehold Land.
Ainetus, Elders.
Arabarches, Chief Customer.
Arundinetum, A Reedy Place.
Burse, I suppose from the Latine, *Byrsa*.
Bygam, Wrangle, *Contention*.

Cabalia, or **Cabala**, Secrets of State or the Councel; *accipitur etiam pro occultissima scientia inter Rabbinos Hebræos.*

Dene, A *Saxon* word, signifying a Town, as *Tenet-Dene*.
Dune, A *Saxon* word, signifying a Down.

Eyt, A place encompassed with Water; an Island.

Frassetum, a Wood, or Wood-ground.
Filicetum, A Bracky-ground.
Fraxinetum, A Wood of Ashes.

Haubert, A high defence. *See for Fee, de Haubert of Land in* Lamb. *Peramb. of* Kent.

Lupulicetum, A Hop ground.
Lacerta, A Fathom.

Nydeel, A *Saxon* word; a manner of Tryal by Fire.

Rumen, It signifieth Large.

Salicetum, A Wood of Elder.
Saliva, } Salt-pits.
Selva, }
Selve, A Wood of Willows.
Sockman, Is one that holds such Land as either is, or is not dividable

dividable by Custom: As, If Land be held by Gavelkind, then shall it be divided among all his Sons: If descendable to the Eldest Son, to him only it shall still descend.

Gullings, Elders.

Tennantale, A Tything-man.
Tronagium,
Stallagium,
Picagium,
Wharfagium,
Anchoragium,
Pevagium,
Puragium,
Cranagium,
Pontagium,
Pannagium,
} Species Tolneti variæ.

Weald, A Woody Place.

Were, Is the Price of a man's life as he was valued in Old time; after the manner of valuation in the Kings Book for a Subsidy, &c.

Nomina

Nomina variorum Anglice & Latine per 3. Caſus variata.

A.	*A.*	*A.*	*A.*
Aaron	Aaron	Aaronem	Aaroni.
Abas	Abas	Abantem	Abanti.
Abel	Abel	Abelem	Abeli.
Abraham	Abrahamus	Abrahamum	Abrahamo.
Abſyrtus	Abſyrtus	Abſyrtum	Abſyrto.
Abiathar	Abiathar	Abiaghar	Abiathar.
Achiſh	Achiſh	Achiſh	Achiſh.
Adam	Adamus	Adamum	Adamo.
Adonis	Adonis	Adonida	Adonidi.
Adelph	Adelphus	Adelphum	Adelpho.
Adoniah	Adoniah	Adoniam	Adoniæ.
Adrian	Adrianus	Adrianum	Adriano.
Æneas	Æneas	Æneam	Æneæ.
Æolus	Æolus	Æolum	Æolo.
Æſop	Æſopus	Æſopum	Æſopo.
Agrippa	Agrippa	Agrippam	Agrippæ.
Ahaſuerus	Ahaſuerus	Ahaſuerum	Ahaſuero.
Ahimelech	Ahimilech	Ahimilech	Ahimilech.
Ahab	Ahab	Ahab	Ahab.
Alexander	Alexander	Alexandrum	Alexandro.
Alfeſtan	Alfſtanus	Alfſtanum	Alfſtano.
Alexius	Alexius	Alexium	Alexio.
Alfred	Alfredus	Alfredum	Alfredo.
Alonſo	Alonſo	Alonſo	Alonſo.
Amaziah	Amaziah	Amaziah	Amaziah.
Aminadab	Aminadab	Aminadab	Aminadab.
Amaſa	Amaſa	Amaſa	Amaſa.
Amos	Amos	Amos	Amos.
Ankor	Ankor	Ankor	Ankor.
Andrew	Andreas	Andream	Andreæ.
Anſelme	Anſelmus	Anſelmum	Anſelmo.
Antony	Antonius	Antonium	Antonio.
Apollonius	Apollonius	Apollonium	Apollonio.
Apollo	Apollo	Apollinem	Apollini.
Apelles	Apelles	Apellem	Apelli.
Aretas	Aretas	Aretam	Aretæ.
Ariſtobulus	Ariſtobulus	Ariſtobulum	Ariſtobulo.
Archimedes	Archimedes	Archimedem	Archimedi.
Artaxerxes	Artaxerxes	Artaxerxem	Artaxerxi.
Ariſtoteles	Ariſtoteles	Ariſtotelem	Ariſtoteli.

Arthur	Arthurus	Arthurum	Arthuro.
Auguſtine	Auguſtinus	Auguſtinum	Auguſtino.
Auguſtus	Auguſtus	Auguſtum	Auguſto.
Azariah	Azariah	Azariam	Azariæ.

B.	B.	B.	B.
BArto	Bartu	Bartu	Bartu.
Baptiſt	Baptiſta	Baptiſtam	Baptiſtæ.
Baſileus	Baſilius	Baſilium	Baſilio.
Bajazet	Bajazethes	Bajazethem	Bajazethi.
Bartholomew	Bartholomeus	Bartholomeum	Bartholomeo.
Balthazar	Balthazar	Balthazarem	Balthazari.
Baſil	Baſileus	Baſileum	Baſileo.
Barnaby	Barnabas	Barnabam	Barnabæ.
Bertram	Bertramus	Bertramum	Bertramo.
Bede	Beda	Bedam	Bedæ.
Benjamin	Benjaminus	Benjaminum	Benjamino.
Bernard	Bernardus	Bernardum	Bernardo.
Bevis	Bevis	Bevim	Bevi.
Boniface	Bonifatius	Bonifatium	Bonifatio.
Brennus	Brennus	Brennum	Brenno.
Brute	Brutus	Brutum	Bruto.
Bryan	Bryanus	Bryanum	Bryano.
Bulſtrode	Bulſtrode	Bulſtrode	Bulſtrode.
Benayah	Benayah	Benayam	Benayæ.
Barak	Barak	Barak	Barak.
Baruch	Baruch	Baruch	Baruch.

C.	C.	C.	C.
CAyus	Cayus	Cayum	Cayo.
Caleb	Caleb	Caleb	Caleb.
Cadmus	Cadmus	Cadmum	Cadmo.
Cæſar	Cæſar	Cæſarem	Cæſari.
Calliſtratus	Calliſtratus	Calliſtratum	Calliſtrato.
Cambyſes	Cambyſes	Cambyſem	Cambyſi.
Charles	Carolus	Carolum	Carolo.
Caſtor	Caſtor	Caſtorem	Caſtori.
Cato	Cato	Catonem	Catoni.
Catulus	Catulus	Catulum	Catulo.
Cataline	Catalina	Catalinam	Catalinæ.
Cain	Cain	Cain	Cain.
Chriſtopher	Chriſtophorus	Chriſtophorum	Chriſtophoro.
Chryſoſtome	Chryſoſtomus	Chryſoſtomum	Chryſoſtomo.
Criſpine	Criſpinus	Criſpinum	Criſpino.
Claudius	Claudius	Claudium	Claudio.

Cyril

Cyril	Cyrillus	Cyrillum	Cyrillo.
Cleophas	Cleophas	Cleopham	Cleophæ.
Cephas	Cephas	Cepham	Cephæ.
Criſpus	Criſpus	Criſpum	Criſpo.

D.	*D.*	*D.*	*D.*
DAniel	Daniel	Danielem	Danieli.
David	David	Davidem	Davidi.
Darius	Darius	Darium	Dario.
Demetrius	Demetrius	Demetrium	Demetrio.
Denis	Dionyſius	Dionyſium	Dionyſio.
Deodate	Deodatus	Deodatum	Deodato.
Diogenes	Diogenes	Diogenem	Diogeni.
Diotrephes	Diotrephes	Diotrephem	Diotrephi.
Demoſthenes	Demoſthenes	Demoſthenem	Demoſtheni.
Democritus	Democritus	Democritum	Democrito.
Demaratus	Demaratus	Demaratum	Demarato.
Druſus	Druſus	Druſum	Druſo.
Dunſtan	Dunſtanus	Dunſtanum	Dunſtano.
Dutton	Duttonus	Duttonum	Duttono.
Diodorus	Diodorus	Diodorum	Diodoro.
Diocletian	Diocletianus	Diocletianum	Diocletiano.
Domitian	Domitianus	Domitianum	Domitiano.

E.	*E.*	*E.*	*E.*
EDward	Edwardus	Edwardum	Edwardo.
Edwin	Edwinus	Edwinum	Edwino.
Edgar	Edgarus	Edgarum	Edgaro.
Edmund	Edmundus	Edmundum	Edmundo.
Eldred	Eldredus	Eldredum	Eldredo.
Elias	Elias	Eliam	Eliæ.
Ely	Eli	Eli	Eli.
Emanuel	Emanuel	Emanuel	Emanuel.
Ephraim	Ephraimus	Ephraimum	Ephraimo.
Eraſmus	Eraſmus	Eraſmum	Eraſmo.
Erneſt	Erneſtus	Erneſtum	Erneſto.
Etheldred	Etheldredus	Etheldredum	Etheldredo.
Ethelſtan	Ethelſtanus	Ethelſtanum	Ethelſtano.
Euſtace	Euſtachius	Euſtachium	Euſtachio.
Eurialus	Eurialus	Eurialum	Eurialo.
Endimion	Endimion	Eudimionem	Endimioni.
Epaminondas	Epaminondas	Epaminondam	Epaminondæ.
Epaphroditus	Epaphroditus	Epaphroditum	Epaphrodito.
Eraſtus	Eraſtus	Eraſtum	Eraſto

Evander	Evander	Evandrum	Evandro.
Eubal	Eubulus	Eubulum	Eubulo.
Euripides	Euripides	Euripedem	Euripedi.
Everard	Everardus	Everardum	Everardo.

F.	*F.*	*F.*	*F.*
FAbius	Fabius	Fabium	Fabio.
Fabian	Fabianus	Fabianum	Fabiano.
Favorinus	Favorinus	Favorinum	Favorino.
Fauſtus	Fauſtus	Fauſtum	Fauſto.
Felix	Felix	Felicem	Felici.
Feſtus	Feſtus	Feſtum	Feſto.
Ferdinando	Ferdinandus	Ferdinandum	Ferdinando.
Flavius	Flavius	Flavium	Flavio.
Florianus	Florianus	Florianum	Floriano.
Fortunatus	Fortunatus	Fortunatum	Fortunato.
Francis	Franciſcus	Franciſcum	Franciſco.
Frederic	Fredericus	Fredericum	Frederico.
Fulke	Fulco	Fulconem	Fulconi.
Fulvius	Fulvius	Fulvium	Fulvio.
Faithful	Fidelis	Fidelem	Fideli.
Freeman	Freemannus	Freemannum	Freemanno.
Forteſcue	Fortiſcutius	Fortiſcutium	Fortiſcutio.

G.	*G.*	*G.*	*G.*
GAbriel	Gabriel	Gabrielem	Gabrieli.
Gamaliel	Gamaliel	Gamalielem	Gamalieli.
Gaius	Gaius	Gaium	Gaio.
George	Georgius	Georgium	Georgio.
Gervaſe	Gervaſius.	Gervaſium	Gervaſio.
German	Germanus	Germanum	Germano.
Gregory	Gregorius	Gregorium	Gregorio.
Gerard	Gerardus	Gerardum	Gerardo.
Giles	Egidius	Egidium	Egidio.
Godwin	Godwinus	Godwinum	Godwino.
Griffith	Griffithius	Griffithium	Griffithio.
Godfrey	Godfreidus	Godfreidum	Godfreido.
Gideon	Gideon.	Gideonem	Gideoni
Guſman	Guſmanus	Guſmanum	Guſmano.
Galba	Galba	Galbam	Galbæ.
Galen	Galenus	Galenum	Galeno.
Gordius	Gordius	Gordium	Gordio.
Gordianus	Gordianus	Gordianum	Gordiano.
Gracchus	Gracchus	Gracchum	Graccho.
Gyges	Gyges	Gygem	Gygi.

Nomina Virorum Anglice & Latine per tres Caſus variata.

H.	*H.*	*H.*	*H.*
HAman	Haman	Haman	Haman.
Hannibal	Hannibal	Hannibalem	Hannibali.
Hiero	Hiero	Hieronem	Hieroni.
Hector	Hector	Hectorem	Hectori.
Henry	Henricus	Henricum	Henrico.
Heliodorus	Heliodorus	Heliodorum	Heliodoro.
Heliogabalus	Heliogabalus	Heliogabalum	Heliagabalo.
Heraclius	Heraclius	Heraclium	Heraclio.
Heraclitus	Heraclitus	Heraclitum	Heraclito.
Hercules	Hercules	Herculem	Herculi.
Hermes	Hermes	Hermetem	Hermeti.
Herod	Herod	Herodem	Herodi
Harold	Harold	Haroldum	Haraldo.
Herodotus	Herodotus	Herodotum	Herodoto.
Homer	Homerus	Homerum	Homero.
Horace	Horatius	Horatium	Horatio.
Hortenſius	Hortenſius	Hortenſium	Hortenſio.
Harbottle	Harbottellus	Harbottellum	Harbottello.
Hamlet	Hamlet	Hamlet	Hamlet.
Herbert	Herbertus	Herbertum	Herberto.
Hilary	Hilarius	Hilarium	Hilario.
Hugh	Hugo	Hugonem	Hugoni.
Hoſea	Hoſeas	Hoſeam	Hoſeæ.
Habbakuk	Habbakuk	Habbakuk	Habbakuk.
Humphrey	Humphridus	Humphridum	Humphrido.
Hawfray	Hawfray	Hawfray	Hawfray.
Hezron	Hezron	Hezronem	Hezroni
Heman	Heman	Heman	Heman.
Haggay	Haggeus	Haggeum	Haggeo.
Hanun	Hanun	Hanun	Hanun.

J.	*J.*	*J.*	*J.*
JAcob	Jacob	Jacob	Jacob.
James	Jacobus	Jacobum	Jacobo.
Jaſper	Jaſper	Jaſper	Jaſper.
Jaſon	Jaſon	Jaſonem	Jaſoni.
Janus	Janus	Janum	Jano.
Jerome	Jeronimus	Jeronimum	Jeronimo.
Jedidiah	Jedidiah	Jedidiam	Jedidiæ.
Jeremiah	Jeremias	Jeremiam	Jeremiæ.
Iſayah	Iſayas	Iſayam	Iſayæ.
Joel	Joel	Joelem	Joeli.
Jonah	Jonas	Jonam	Jonæ.
John	Johannes	Johannem	Johanni.
Johanan	Johanan	Johanan	Johanan.

Jovinian	Jovinianus	Jovinianum	Joviniano.
Irus	Irus	Irum	Iro.
Juba	Juba	Jubam	Jubæ.
Jugurtha	Jugurtha	Jugurtham	Jugurthæ.
Julius	Julius	Julium	Julio.
Jupiter	Jupiter	Jovem	Jovi.
Juvenal	Juvenalis	Juvenalem	Juvenali.
Junius	Junius	Junium	Junio.
Ignatius	Ignatius	Ignatium	Ignatio.
Job	Jobus	Jobum	Jobo.
Joab	Joab	Joab	Joab.
Jonathan	Jonathan	Jonathan	Jonathan.
Josias	Josias	Josiam	Josiæ.
Joseph	Josephus	Josephum	Josepho.
Josuah	Joshuah	Joshuam	Joshuæ.
Isaac	Isaacus	Isaacum	Isaaco.
Jude	Judas	Judam	Judæ.

K.	*K.*	*K.*	*K.*
KEster	Kesterus	Kesterum	Kestero.
Kenhelme	Kenhelmus	Kenhelmum	Kenhelmo.

L.	*L.*	*L.*	*L.*
LAbienus	Labienus	Labienum	Labieno.
Lambert	Lambertus	Lambertum	Lamberto.
Lancelot	Lancellottus	Lancelottum	Lancelotto.
Lawrence	Lawrentius	Lawrentium	Lawrentio.
Lazarus	Lazarus	Lazarum	Lazaro.
Laertes	Laertes	Laertem	Laerti.
Leopold	Leopoldus	Leopoldum	Leopoldo.
Leander	Leander	Leandrum	Leandro.
Lentulus	Lentulus	Lentulum	Lentulo.
Leonides	Leonides	Leonidem	Leonidi.
Lysander	Lysander	Lysandrum	Lysandro.
Lionell	Lionellus	Lionellum	Lionello.
Livius	Livius	Livium	Livio.
Leonard	Leonardus	Leonardum	Leonardo.
Lodowick	Lodovicus	Lodovicum	Lodovico.
Luke	Lucas	Lucam	Lucæ.
Lucullus	Lucullus	Lucullum	Lucullo.
Lucan	Lucanus	Lucanum	Lucano.
Lycurgus	Lycurgus	Lycurgum	Lycurgo.
Lewis	Ludovicus	Ludovicum	Ludovico.

M.	*M.*	*M.*	*M.*
MAlachy Manasseh	Malachias Manasses	Malachiam Manassem	Malachiæ. Manassi.
Manley	Manlius	Manlium	Manlio.
Mark	Marcus	Marcum	Marco.
Marcellus	Marcellus	Marcellum	Marcello.
Martin	Martinus	Martinum	Martino.
Matthew	Mattheus	Mattheum	Mattheo.
Matthias	Matthias	Matthiam	Matthiæ.
Matthat	Matthat	Matthat	Matthat.
Marius	Marius	Marium	Mario.
Menelaus	Menelaus	Menelaum	Menelao.
Menippus	Menippus	Menippum	Menippo.
Maximilian	Maximilianus	Maximilianum	Maximiliano.
Maurice	Mauritius	Mauritium	Mauritio.
Melchisedeck	Melchisedec	Melchisedecum	Melchisedeco.
Michael	Michael	Michaelem	Michaeli
Miles	Milo	Milonem	Miloni.
Mithridates	Mithridates	Mithridatem	Mithridati.
Moses	Moses	Mosen	Mosi.
Mountague	Mountague	Mountague	Mountague.
Mountjoy	Mountjoy	Mountjoy	Mountjoy.
Micha	Micha	Micham	Michæ.

N.	*N.*	*N.*	*N.*
NAdab Nathan	N dab Nathan	Nadab Nathan	Nadab. Nathan.
Nathaniel	Nathaniel	Nathanielem	Nathanieli.
Narcissus	Narcissus	Narcissum	Narcisso.
Narses	Narses	Narsem	Narsi.
Nehemiah	Nehemias	Nehemiam	Nehemiæ.
Nero	Nero	Neronem	Neroni.
Nestor	Nestor	Nestorem	Nestori.
Nicanor	Nicanor	Nicanor	Nicanor.
Nicodemus	Nichodemus	Nichodemum	Nichodemo.
Ninus	Ninus	Ninum	Nino.
Noah	Noah	Noam	Noæ.
Numah	Numa	Numam	Numæ.
Numitor	Numitor	Numitor	Numitor.

O.	*O.*	*O.*	*O.*
OBadiah Obed	Obadias Obed	Obadiam Obed	Obadiæ. Obed.
Odo	Otho	Othonem	Othoni.
Oliver	Oliverus	Oliverum	Olivero.
Onesiphorus	Onesiphorus	Onesiphorum	Onesiphoro.

Origen

Origen	Origines	Originem	Origini.
Orpheus	Orpheus	Orpheum	Orpheo.
Otway	Otway	Otway	Otway.
Owen	Owenus	Owenum	Oweno.
Oreſtes	Oreſtes	Oreſtem	Oreſti.

P.	P.	P.	P.
PAris	Paris	Paridem	Paridi.
Paſchal	Paſchalis	Paſchalem	Paſchali.
Patroclus	Patroclus	Patroclum	Patroclo.
Patrick	Patritius	Patritium	Patritio.
Paul	Paulus	Paulum	Paulo.
Peregrine	Peregrinus	Peregrinum	Peregrino.
Peter	Petrus	Petrum	Petro.
Pierſe	Peirſe	Peirs	Peirs.
Pericles	Pericles	Periclem	Pericli.
Perſeus	Perſeus	Perſeum	Perſeo.
Philibert	Philibertus	Philibertum	Philiberto.
Philip	Philippus	Philippum	Philippo.
Phineas	Phineas	Phineam	Phineæ.
Philemon	Philemon	Philemonem	Philemoni.
Poſthumus	Poſthumus	Poſthumum	Poſthumo.
Piſiſtratus	Piſiſtratus	Piſiſtratum	Piſiſtrato.
Pittacus	Pittacus	Pittacum	Pittaco.
Plato	Plato	Platonem	Platoni.
Pliny	Plinius	Plinium	Plinio.
Polycrates	Polycrates	Polycratem	Polycrati.
Polydore	Polydorus	Polydorum	Polydoro.
Pompey	Pompeius	Pompeium	Pompeio.
Priamus	Priamus	Priamum	Priamo.
Prometheus	Prometheus	Prometheum	Prometheo.
Probus	Probus	Probum	Probo.
Ptolomy	Ptolomeus	Ptolomeum	Ptolomeo.
Pyramus	Pyramus	Pyramum	Pyramo.
Pyrrhus	Pyrrhus	Pyrrhum	Pyrrho.
Pythagoras	Pythagoras	Pythagoram	Pythagoræ.

Q.	Q.	Q.	Q.
QUintin	Quintinus	Quintinum	Quintino.
Quintilian	Quintilianus	Quintilianum	Quintiliano.
Quintus	Quintus	Quintum	Quinto.

R.	*R.*	*R.*	*R.*
RAlph Ranulph	Radulphus Ranulphus	Radulphum Ranulphum	Radolpho. Ranulpho.
Randol	Randolphus	Randolphum	Randolpho.
Raphael	Raphael	Raphaelem	Raphaeli.
Reynold	Raynoldus	Reynoldum	Reynoldo.
Reuben	Reuben	Reuben	Reuben.
Rees	Rhesus	Rhesum	Rheso.
Rice	Riceus	Riceum	Riceo.
Richard	Richardus	Richardum	Richardo.
Robert	Robertus	Robertum	Roberto.
Roger	Rogerus	Rogerum	Rogero.
Rowland	Rowlandus	Rowlandum	Rowlando.

S.	*S.*	*S.*	*S.*
SAmpson Samuel	Sampson Samuel	Sampsonem Samuelem	Sampsoni. Samueli.
Saul	Saul	Saulem	Sauli.
Sardanapalus	Sardanapalus	Sardanapalum	Sardanapalo.
Sebastian	Sebastianus	Sebastianum	Sebastiano.
Servius	Servius	Servium	Servio.
Sigismund	Sigismundus	Sigismundum	Sigismundo.
Silvanus	Sylvanus	Sylvanum	Sylvano.
Sylvester	Sylvester	Sylvestrem	Sylvestri.
Sylvius	Sylvius	Sylvium	Sylvio.
Simeon	Simeon	Simeonem	Simeoni.
Simon	Simon	Simonem	Simoni.
Socrates	Socrates	Socratem	Socrati.
Solon	Solon	Solonem	Soloni.
Stephen	Stephanus	Stephanum	Stephano.
Swithin	Swithunus	Swithunum	Swithuno.
Sydney	Sydneyus	Sydneyum	Sydneyo.
Sylla	Sylla	Syllam	Syllæ.

T.	*T.*	*T.*	*T.*
TAcitus Tarquinius	Tacitus Tarquinius	Tacitum Tarquinium	Tacito. Tarquinio.
Terence	Terentius	Terentium	Terentio.
Thales	Thales	Thalem	Thali.
Theobald	Theobaldus	Theobaldum	Theobaldo.
Theodore	Theodorus	Theodorum	Theodoro.
Theodorick	Theodoricus	Theodoricum	Theodorico.
Theodosius	Theodosius	Theodosium	Theodosio.
Theophilus	Theophilus	Theophilum	Theophilo.
Thomas	Thomas	Thomam	Thomæ.

Theomistocles	Themistocles	Themistoclem	Themistocli.
Theopompus	Theopompus	Theopompum	Theopompo.
Theseus	Theseus	Theseum	Theseo.
Timothy	Timotheus	Timotheum	Timotheo.
Titus	Titus	Titum	Tito.
Tichicus	Tichicus	Tichicum	Tichico.
Toby	Tobias	Tobiam	Tobiæ.
Tristram	Tristramus	Tristramum	Tristramo.
Torquatus	Torquatus	Torquatum	Torquato.
Trajan	Trajanus	Trajanum	Trajano.
Theophrastus	Theophrastus	Theophrastum	Thephrasto.

V.	*V.*	*V.*	*V.*
Valerius Varro	Valerius Varro	Valerium Varronem	Valerio. Varroni.
Valens	Valens	Valentem	Valenti.
Valentine	Valentinus	Valentinum	Valentino.
Vitellius	Vitellius	Vitellium	Vitellio.
Vincent	Vincentius	Vincentium	Vincentio.
Ulpianus	Ulpianus	Ulpianum	Ulpiano.
Urbanus	Urbanus	Urbanum	Urbano.
Urian	Urianus	Urianum	Uriano.
Uriah	Urias	Uriam	Uriæ.

W.	*W.*	*W.*	*W.*
Walter William	Walterus Willielmus	Walterum Willielmum	Waltero. Willielmo.
Wilfrid	Wilfridus	Wilfridum	Wilfrido.
Wulfer	Wulferus	Wulferum	Wulfero.
Wulstan	Wulstanus	Wulstanum	Wulstano.

Z.	*Z.*	*Z.*	*W.*
Zachariah Zacheus	Zacharias Zacheus	Zachariam Zacheum	Zachariæ. Zacheo.
Zephany	Zephanias	Zephaniam	Zephaniæ.
Zopyrus	Zopyrus	Zopyrum	Zopyro.
Zeuxes	Zeuxes	Zeuxem	Zeuxi.
Zaleucus	Zaleucus	Zaleucum	Zaleuco.

Nomina

Nomina Mulierum per tres Caſus variata.

A.	*A.*	*A.*	*A.*
ABigail	Abigail	Abigail	Abigail.
Abihaill	Abihaill	Abihaill	Abihaill.
Adah	Adah	Adah	Adah.
Agatha	Agatha	Agatham	Agathæ.
Agnes	Agnes	Agnetem	Agneti
Alice	Alicia	Aliciam	Aliciæ.
Amye	Amica	Amicam	Amicæ
Anne	Anna	Annam	Annæ.
Anchorett	Anchoretta	Anchorettam	Anchorettæ.
Angelet	Angeletta	Angelettam	Angelettæ.
Arabella.	Arabella	Arabellam	Arabellæ.
Avice	Aviſia	Aviſiam	Aviſæ.
Aureola	Aureola	Aureolam	Aureolæ.
Ægeria	Ægeria	Ægeriam	Ægeriæ.
Agrippina	Agrippina	Agrippinam	Agrippinæ.
Albana	Albana	Albanam	Albanæ.
Alexandra	Alexandra	Alexandram	Alexandræ.
Amphitrite	Amphitrite	Amphitriten	Amphitriti
Artemiſia	Artemiſia	Artemiſiam	Artemiſiæ.
Aſtræa	Aſtræa	Aſtræam	Aſtrææ.
Atalanta	Atalanta	Atalantam	Atalantæ.
Auguſta	Auguſta	Auguſtam	Auguſtæ.
Aurelia	Aurelia	Aureliam	Aureliæ.

B.	*B.*	*B.*	B.
BArbara	Barbara	Barbaram	Barbaræ.
Bathſheba	Bathſheba	Bathſhebam	Bathſhebæ.
Baucis	Baucis	Baucim	Bauci.
Beatrice	Beatrix	Beatricem	Beatrici.
Berthe	Bertha	Bertham	Berthæ.
Bona	Bona	Bonam	Bonæ.
Blanch	Blanch	Blanch	Blanch.
Bridget	Bridgetta	Bridgettam	Bridgettæ.
Briſeis	Briſeis	Briſeida	Briſeidi.

C.	*C.*	*C.*	*C.*
CAſſandra	Caſſandra	Caſſandram	Caſſandræ.
Charity	Charitas	Charitatem	Charitati.
Chriſtian.	Chriſtiana	Chriſtianam	Chriſtianæ.
Cicely	Cicelia	Ciceliam	Ciceliæ.

Nomina Mulierum per tres Caſus variata.

Clare	Clara	Claram	Claræ.
Conſtance	Conſtantia	Conſtantiam	Conſtantiæ.
Cæcilia	Cæcilia	Cæciliam	Cæciliæ.
Calphurnia	Calphurnia	Calphurniam	Calphurniæ.
Camilla	Camilla	Camillam	Camillæ.
Candace	Candace	Candacen	Candace.
Circe	Circe	Circen	Circe.
Claudia	Claudia	Claudiam	Claudiæ.
Cleopatra	Cleopatra	Cleopatram	Cleopatræ.
Comfort	Conſolatio	Conſolationem	Conſolationi.
Concordia	Concordia	Concordiam	Concordiæ.
Cornelia	Cornelia	Corneliam	Corneliæ.
Creuſa	Creuſa	Creuſam	Creuſæ.

D.	*D.*	*D.*	*D.*
DAmaris	Damaris	Damarim	Damari.
Danae	Danae	Danaem	Danae.
Debora	Debora	Deboram	Deboræ.
Denys	Dioniſia	Dioniſiam	Dioniſiæ.
Deianira	Deianira	Deianiram	Deianiræ.
Diana	Diana	Dianam	Dianæ.
Dinah	Dinah	Dinam	Dinæ.
Dido	Dido	Didonem	Didoni.
Dorcas	Dorcas	Dorcadem	Dorcadi.
Dorothy	Dorothea	Dorotheam	Dorotheæ.
Dowſabell	Dulcibella	Dulcibellam	Dulcibellæ.

E.	*E.*	*E.*	*E.*
EDy	Ida	Idam	Idæ.
Edith	Editha	Editham	Edithæ.
Egeria	Egeria	Egeriam	Egeriæ.
Eleanor	Eleonora	Eleonoram	Eleonoræ.
Eliza	Eliza	Elizam	Elizæ.
Elizabeth	Elizabetha	Elizabetham	Elizabethæ.
Emme	Emma	Emmam	Emmæ.
Erigone	Erigone	Erigonem	Erigone.
Eriphyle	Eriphile	Eriphilen	Eriphile.
Eſther	Eſthera	Eſtheram	Eſtheræ.
Eudora	Eudora	Eudoram	Eudoræ.
Eudoxa	Eudoxa	Eudoxam	Exdoxæ.
Eurydice	Eurydice	Euridicen	Eurydice.
Evah	Eva	Evam	Evæ.
Evadne	Evadne	Evadnen	Evadne.

Fayth

Nomina Mulierum per tres Caſus variata.

F.	*F.*	*F.*	*F.*
FAyth	Fides	Fidem	Fidei.
Felix	Felix	Felicem	Felici.
Fileda	Fileda	Filedam	Filedæ.
Fidelia	Fidelia	Fideliam	Fideliæ.
Florence	Florentia	Florentiam	Florentiæ.
Flora	Flora	Floram	Floræ.
Fortune	Fortuna	Fortunam	Fortunæ.
Frances	Franceſca	Franceſcam	Franceſcæ.
Frydeſwid	Fridiſwida	Fridiſwidam	Fridiſwidæ.

G.	*G.*	*G.*	*G.*
GAlatea	Galatea	Galateam	Galateæ.
Gertrude	Gertrudis	Gertrudem	Gertrudi.
Gillian	Juliana	Julianam	Julianæ.
Gillet	Julietta	Juliettam	Julietiæ.
Grace	Gratia	Gratiam	Gratiæ.
Grizell	Grieſhelda	Grieſheldam	Grieſheldæ.
Guiniſred	Guiniſrida	Guiniſridam	Guiniſridæ.

H.	*H.*	*H.*	*H.*
HAgar	Hagar	Hagarem	Hagari.
Hannah	Hannah	Hannam	Hannæ.
Hebe	Hebe	Heben	Hebe.
Helena	Helena	Helenam	Helenæ.
Hermione	Hermione	Hermionem	Hermione.
Hippodamia	Hippodamia	Hippodamiam	Hippodamiæ.
Honor	Honoria	Honoriam	Honoriæ.
Henrietta	Henrietta	Henriettam	Henriettæ.

J.	*J.*	*J.*	*J.*
JAcoba	Jacoba	Jacobam	Jacobæ.
Jacomena	Jacomena	Jacomenam	Jacomenæ.
Jane	Jana	Janam	Janæ
Joyce	Jocoſa	Jocoſam	Jocoſæ.
Jocaſta	Jocaſta	Jocaſtam	Jocaſtæ.
Joane	Joanna	Joannam	Joannæ.
Iphigenia	Iphigenia	Iphigeniam	Iphigeniæ.
Iſabell	Iſabella	Iſabellam	Iſabellæ.
Judith	Juditha	Juditham	Judithæ.
Julia	Julia	Juliam	Juliæ.
Julian	Juliana	Julianam	Julianæ.
Juno	Juno	Junonem	Junoni.
Juliett	Julietta	Juliettam	Juliettæ.

Katharine

K.	*K.*	*K.*	*K.*
KAtharine	Katharina	Katharinam	Katharinæ.

L.	*L.*	*L.*	*L.*
LAis	Lais	Laida	Laidi
Laodamia	Laodamia	Laodamiam	Laodamiæ.
Latona	Latona	Latonam	Latonæ
Leah	Leah	Leam	Leæ
Leda	Leda	Ledam	Ledæ
Lettice	Letitia	Letitiam	Letitiæ.
Lydia	Lydia	Lydiam	Lydiæ.
Livia	Livia	Liviam	Liviæ.
Love	Amorosa	Amorosam	Amorosæ.
Lucy	Lucia	Luciam	Luciæ.
Lucina	Lucina	Lucinam	Lucinæ.
Lucrece	Lucretia	Lucretiam	Lucretiæ.
Lycaste	Lycaste	Lycasten	Lycasti.

M.	*M.*	*M.*	*M.*
MAbell	Mabella	Mabellam	Mabellæ.
Magdalen	Magdalena	Magdalenam	Magdalenæ.
Margaret	Margareta	Margaretam	Margaretæ.
Margery	Margeria	Margeriam	Margeriæ
Mary	Maria	Mariam	Mariæ.
Marian	Mariana	Marianam	Marianæ.
Martha	Martha	Martham	Marthæ.
Matilda	Matilda	Matildam	Matildæ.
Mawde	Magdalena	Magdalenam	Magdalenæ.
Manliana	Manliana	Manlianam	Manlianæ.
Mercy	Misericordia	Misericordiam	Misericordiæ.
Medea	Medea	Medeam	Medeæ.
Medusa	Medusa	Medusam	Medusæ.
Megara	Megara	Megaram	Megaræ.
Millicent	Millicentia	Millicentiam	Millicentiæ.
Mildred	Mildreda	Mildredam	Mildredæ.
Miriam	Miriam	Miriam	Miriam.
Myrina	Myrina	Myrinam	Myrinæ.
Myrrha	Myrrha	Myrrham	Myrrhæ.
Muriell	Muriela	Murielam	Murielæ.

Niobe

N.	*N.*	*N.*	*N.*
Nlobe	Niobe	Nioben	Niobi.
Nymphæa.	Nymphæa.	Nymphæam.	Nymphææ.

O.	*O.*	*O.*	*O.*
OLive	Oliva	Olivam	Olivæ.
Olympia	Olympia	Olympiam	Olympiæ.
Orelia	Orelia	Oreliam	Oreliæ.

P.	*P.*	*P.*	*P.*
PAtience	Patientia	Patientiam	Patientiæ.
Parnell	Petronella	Petronellam	Petronellæ.
Pandora	Pandora	Pandoram	Pandoræ.
Partheuia	Partheuia	Partheniam	Partheniæ.
Penelope	Penelope	Penelopen	Penelopi.
Philadelphia	Philadelphia	Philadelphiam	Philadelphiæ.
Phillip	Philippa	Phillippam	Philippæ.
Phillis	Phillis	Phillidem	Phillidi.
Phillida	Phillida	Phillidam	Phillidæ.
Phebe	Phœbe	Phœben	Phœbi.
Phryne	Phryne	Phrynen	Phryni.
Polixena	Polixena	Polixenam	Polixenæ.
Poppæa	Poppæa	Poppæam	Poppææ.
Prisca	Prisca	Priscam	Priscæ.
Priscilla	Priscilla	Priscillam	Priscillæ.
Prudence	Prudentia	Prudentiam	Prudentiæ.

Q.	*Q.*	*Q.*	*Q.*
QUinta	Quinta	Quintam	Quintæ.

R.	*R.*	*R.*	*R.*
RAchel	Rachel	Rachelem	Racheli.
Radegund	Radegunda	Radegundam	Radegundæ.
Rhea	Rhea	Rheam	Rheæ.
Rhodopis	Rodopis	Rodopim	Rodopi.
Rebecca	Rebecca	Rebeccam	Rebeccæ.
Rosamund	Rosamunda	Rosamundam	Rosomundæ.
Rose	Rosa	Rosam	Rosæ.
Rose-mary	Rosa-maria	Rosa-mariam	Rosa-mariæ.

Sabina

Nomina Mulierum per tres Caſus variata.

S.	*S.*	*S.*	*S.*
SAbina	Sabina	Sabinam	Sabinæ.
Sarah	Sarah	Saram	Saræ.
Saturnia	Saturnia	Saturniam	Saturniæ.
Scholaſtica	Scholaſtica	Scholaſticam	Scholaſticæ.
Scylla	Scylla	Scyllam	Scyllæ.
Sibil	Sibilla	Sibillam	Sibillæ.
Semiramis	Semiramis	Semiramida	Semiramidæ.
Sophia	Sophia	Sophiam	Sophiæ.
Sophronia	Sophronia	Sophroniam	Sophroniæ.
Suſan	Suſanna	Suſannam	Suſannæ.

T.	*T.*	*T.*	*T.*
TAbitha	Tabitha	Tabitham	Tabithæ.
Tamar	Thamar	Thameram	Thameræ.
Tarpeia	Tarpeia	Tarpeiam	Tarpeiæ.
Temperance	Temperantia	Temperantiam	Temperantiæ.
Theodoſia	Theodoſia	Theodoſiam	Theodoſiæ.
Thomaſin	Thomaſina	Thomaſinam	Thomaſinæ.
Thisbe	Thisbe	Thisben	Thisbi.
Titania	Titania	Titaniam	Titaniæ.
Tomyris	Tomyris	Tomyrim	Tomyri.

V.	*V.*	*V.*	*V.*
VEnus	Venus	Venerem	Veneri.
Veſta	Veſta	Veſtam	Veſtæ.
Urſley	Urſula	Urſulam	Urſulæ.

W.	*W.*	*W.*	*W.*
WArburg	Warburga	Warburgam	Warburgæ.
Winifred	Winifreda	Winifridam	Winifridæ.

Z.	*Z.*	*Z.*	*Z.*
ZEnobia	Zenobia	Zenobiam	Zenobiæ.

Trades

Trades and Additions, to the Names both of Men and Women, daily happening to be used in Bonds, Deeds, or other Latine Writing.

A.

Anchor-maker,	Anchoræ faber.
Apothecary,	Medicamentarius.
Armorer,	Armifaber.
Attorney,	Attornatus.

B.

Baker,	Pistor.
Barber,	Tonsor.
Barber-Chyrurgeon,	Tonsor Chirurgicus.
Bayliff,	Ballivus.
Bellfounder,	Campanarius.
Blackſmith,	Ferrifaber.
Brickmaker, Bricklayer,	Laterarius.
Butcher,	Lanius.
Brewer,	Pandoxator.

C.

Carpenter,	Architectus.
Carryer,	Auriga.
Carver,	Sculptor.
Chandler,	Lucernarius.
Cheeſemonger,	Caſearius.
Chirurgeon,	Chirurgus.
Clockmaker,	Horologicus.
Clothier,	Pannifex.
Clothworker,	Pannitonſor.
Collyer,	Carbonarus.
Combmaker,	Pectinarius.
Confectioner,	Confector.
Cook,	Coquus.
Cooper,	Dolianus.
Copper-Smith,	Ærifaber.
Croſs-Bow-maker,	Baliſtarius.
Currier,	Alutarius.
Cutler,	Cultrarius.
Cordwayner,	Calceolarius.

D.

Draper,	Panniculariuſ.
Diall-maker,	Horologicus.
Dice-maker,	Talorum-factor.

F.

Fether-maker,	Plumarius.
Fell-monger,	Pellio.
Fiſh-monger,	Piſcarius.
Flaxdreſſer,	Linipola.
Fletcher,	Sagittifex.
Founder,	Metallicus.
Fruiterer,	Pomarius.
Furrier,	Pellicarius.

G.

Gardner,	Hortulanus.
Glaſier,	Vitriarius.
Glaſſmaker,	Fuſor Vitriarius.
Glover,	Chirothecarius.
Goldſmith,	Aurifaber.
Grocer,	Aromatarius.
Girdler,	Zonarius.
Gunmaker,	Faber Bombardicus.

H.

Haberdaſher, Hatmaker,	Galerius.
Horner,	Cornuarius.
Horſe-courſer,	Hippocomus.
Hoſier,	Caligarius.

I.

Jeweller,	Gemmarius.
Imbroyderer,	Acupictor.
Inn-keeper,	Pandochus.
Iron-monger,	Ferrarius.

Lattener, or Tinman,	Orichalcarius.
Leather-seller,	Pellio.
M.	
Malster,	Hordearius.
Mason,	Lapidarius.
Meal-man,	Suffaraneus.
Mercer,	Bombycinarius.
Merchant-Taylor,	Mercatorsciſſor.
Millanor.	Minutarius.
N.	
Nayler,	Claviſaber.
O.	
Oyl-man,	Olearius.
P.	
Painter-ſtainer,	Pictor.
Pavior,	Pavior.
Perfumer,	Odorarius.
Pewterer,	Stannarius.
Pinmaker,	Aciculatius.
Playſterer,	Gypſator.
Plummer,	Plumbarius.
Potter,	Figulus.
Poulterer,	Pullarius.
R.	
Ropemaker,	Reſtio.
S.	
Sadler,	Ephippiarius.
Salter,	Salarius.
Sawyer,	Serrarius.
Scrivener,	Scriba.
Ship-Carpenter,	Naupegus.
Silk-Dyer,	Tinctor Bombycin.
Silk-weaver,	Sericarius.
Silver-ſmith,	Faber argenteus.
Smith,	Faber.
Spectacle-maker,	Specularius.
Spurrier,	Calcarius.
Stationer,	Bibliopola.
Stone-cutter,	Lapidarius.
T.	
Tallow-Chandler,	Candelarius ſevoſus.
Tanner,	Byrſeus.
Tent-maker,	Scenofactorius.
Thatcher,	Tector.
Trunk-maker,	Arcarius.
Turner,	Torno.
V.	
Vintner,	Vinitor.
Upholſter,	Tapetiarius.
W.	
Watch-maker,	Horologicus.
Wax-chandler,	Ceratius.
Weaver,	Textor.
Wheelright,	Rotifex.
Wine-cooper,	Doliarius vinarius.
Woodmonger,	Lignator.

The Names of Officers.

Alderman, Attorney,	Aldermannus. Attornatus.
Biſhop,	Epiſcopus.
Chamberlain,	Camerarius.
Chancellor,	Cancellarius.
Church-Warden,	Guardianus Eccleſiæ.
Clerk,	Clericus.
Colonel,	Collonellus.
Captain,	Capitaneus.
Conſtable,	Conſtabularius.
Coroner,	Coronator.
Counſellour,	Conſiliarius.
Cryer,	Præco.
Dean,	Decanus.
Deacon,	Diaconus.
Emperour,	Imperator.
Empreſs,	Imperatrix.
Judge,	Judex.
Juſtice,	Juſticiarius.
Lawyer,	Juriſperitus.
Prothonotary,	Protonotarius.
Secondary,	Secondarius.
Sergeant at Law,	Serviens ad Legem.
Sheriff,	Vicecomes.
Steward,	Seneſchallus.
Water-Bayliff.	Ballivus ſuper aquam.

Names of Bishopricks.

Bath and Wells,	Bath & Wells.
Bristol,	Bristoyensis.
Bangor,	Bangorensis.
Canterbury,	Cantuarien sis Archiepiscopatus.
Chester,	Cestrensis.
Chichester,	Ciceſtrensis.
Carlisle,	Carlilensis.
Durham,	Dunelmensis.
St. Davids,	Meneuensis.
Ely,	Elien sis
Excester,	Exonien sis.
Glouceſter,	Gloceſtrensis.
Hereford,	Herefordien sis.
Lincoln,	Lincolnien sis.
Lichfield, and Coventry,	Lichfieldensis, & Coventrien sis.
Landaff,	Landavien sis.
Norwich,	Norvicensis.
Oxford,	Oxonien sis.
Rocheſter,	Roffensis.
Salisbury,	Salisburien sis.
Winchester,	Winceſterensis.
Worceſter,	Wigornensis.
York,	Eboracensis.
St. Asaph.	Asaphensis.

Names of Cities.

De Civitate

Bath,	Bathon'.
Bristol,	Briſtoiæ.
Canterbury,	Cantuariæ.
Chichester,	Ciceſtriæ.
Gloceſter,	Gloceſtriæ.
Durham,	Dunelm'.
Hereford,	Hereford'.
London,	Londini.
Lincoln,	Lincolniæ.
Worceſter,	Wigorniæ.
Weſtminſter.	Weſtmonaſter'.
Exeter,	Exoniæ.
Oxford,	Oxoniæ.
Cambridge,	Cantabrigiæ.
Cheſter,	Ceſtriæ.
Lancaſter,	Lancaſtriæ.
Leiceſter,	Leiceſtriæ.
Coventry,	Coventriæ.
Northampton,	Northampton'.
York,	Eboraci.

And the like of any other City, Town, or Place whatsoever.

Titles and Additions of Honours.

Duke,	Dux	Ducem	Duci.
Marquess,	Marchio	Marchionem	Marchioni.
Earl,	Comes	Comitem	Comiti.
Viscount,	Vicecomes	Vicecomitem	Vicecomiti.
Knight of the Garter,	Prænobilis ordinis Periscellidis		
Knight Baronet,	Miles Baronettus	Militem Baronettum	Militi Baronetto.
Baronet,	Baronettus	Baronettum	Baronetto.

The Names of all the Counties of England *and* Wales.

Knight of the Bath	Miles Balnei	Equitem de Balneo	Equiti de Balneo.
Knight	Miles	Militem	Militi.
Eſquire	Armiger	Armigerum	Armigero.
Gentleman	Generoſus.	Generoſum	Generoſo.
Yeoman	Yeoman	Yeoman	Yeoman.
Doctor of Law	Legum Doctor	Legum Doctorem	Legum Doctori.
Doctor of Divinity	Theologiæ Profeſſ.	Profeſſorem	Profeſſori.
Doctor of Phyſick	Medicinæ Doctor	Doctorem	Doctori.
Batchelor of Divinity	Theologiæ Baccalaureus	Baccalaureum	Baccalaureo.
Maſter of Arts	Artium Magiſter	Magiſtrum	Magiſtro.
Batchelor of Arts	Artium Baccalaur.	Baccalaureum	Baccalaureo.
Batchelor of Law	Legum Baccalaureus	Baccalaureum	Baccalaureo.
Parſon	Clericus	Clericum	Clerico.
Merchant	Mercator	Mercatorem	Mercatori.
Dutcheſs	Duciſſa	Duciſſam	Duciſſæ.
Marchioneſs	Marchioniſſa	Marchioniſſam	Marchioniſſæ.
Counteſs	Comitiſſa	Comitiſſam	Comitiſſæ.
Viſcounteſs	Vicecomitiſſa	Vicecomitiſſam	Vicecomitiſſæ.
Baroneſs	Baroniſſa	Baroniſſam	Baroniſſæ.
Lady	Domina	Dominam	Dominæ.
Gentlewoman	Generoſa	Generoſam	Generoſæ.
Widow	Vidua	Viduam	Viduæ.
Spinſter	Spinſter	Spinſter	Spinſter.

The Names of all the Counties of England, *in* Latine *and* Engliſh, *as they are expreſſed in Bonds and Writings.*

Berkſhire,	Berks.	*In Comitatu*	Glouceſterſhire,	Glouceſtriæ.	*In Comitatu*
Bedfordſhire,	Bedfordiæ.		Hampſhire,	Southampton.	
Buckinghamſhire,	Bucks.		Hartfordſhire,	Hertfordiæ.	
Cambridgeſhire,	Cantabrig.		Hereford ſhire,	Herefordiæ.	
Cheſhire,	Ceſtriæ.		Huntingtonſhire,	Huntingdoniæ.	
Cornwall,	Cornubiæ.		Kent,	Canc.	
Cumberland,	Cumbriæ.		Lancaſhire,	Lancaſtr.	
Derbyſhire,	Derbiæ.		Leiceſterſhire,	Leiceſtr.	
Devonſhire,	Deboniæ.		Lincolnſhire,	Lincoln.	
Dorcetſhire,	Dorſet.		Middleſex,	Middleſex.	
Durham,	Dunelm.		Northamptonſhire,	Northamptoniæ	
Eſſex,	Eſſex.		Nottinghamſhire,	Nottinghamiæ.	
			Northumberland,	Northumbriæ.	
			Norfolk,	Norfolciæ.	

Oxfordſhire

Counties Names.

Oxfordſhire,	In Comitatu	Oxon.
Rutlandſhire,		Rutlandiæ.
Shropſhire,		Salopiæ.
Somerſetſhire,		Somerſet.
Staffordſhire,		Staffordiæ.
Suffolk,		Suffolciæ.
Suſſex,		Suſſexiæ.
Surrey,		Surriæ.
Warwickſhire,		Warwick.
Weſtmerland,		Weſtmerlandi.
Wiltſhire,		Wilton.
Worceſterſhire,		Wigorn.
Yorkſhire,		Eborac.

WALES, *WALLIA*.

Brecknockſhire,	In Comitatu	Brecknock.
Cardiganſhire,		Cardigan.
Carmarthenſhire,		Carmarthen.
Carnarvan,		Carnarvo.
Denbighſhire,		Denbigh.
Flintſhire,		Flint.
Glamorgan,		Glamorgan.
Montgomery,		Montgomery.
Monmouth,		Monmouth.
Merioneth,		Merioneth.
Pembrokeſhire,		Pembrochiæ.
Radnor,		Radnor.

The Names of the Months in Latine *and* Engliſh.

January,	Januarius.
February,	Februarius.
March,	Martius.
April,	Aprilis.
May,	Maius.
June,	Junius.
July,	Julius.
Auguſt,	Auguſtus.
September,	September.
October,	October.
November,	November.
December,	December.

Note,

Note, That in any Writing, when you come to use the name of the Month, or the day of the Month, on which any Bond or Writing is to be Dated, it must be Dated in manner following; That is to say, *Viz.*

1	Primo	
2	Secundo	
3	Tertio	
4	Quarto	
5	Quinto	
7	Sexto	
7	Septimo	
8	Octavo	
9	Nono	
10	Decimo	
11	Undecimo	
12	Duodecimo	
13	Decimo tertio	
14	Decimo quarto	
15	Decimo quinto	
16	Decimo sexto	
17	Decimo septimo	
18	Decimo octavo	
19	Decimo nono	
&c.		Die.
20	Vicesimo	Januarii.
21	Vicesimo primo	Februarii.
22	Vicesimo secundo	Martii.
23	Vicesimo tertio	Aprilis.
14	Vicesimo quarto	Maii.
25	Vicesimo quinto	Junii.
26	Vicesimo sexto	Julii.
27	Vicesimo septimo	Augusti.
28	Vicesimo octavo	Septembris.
29	Vicesimo nono	Octobris.
30	Tricesimo	Novembris.
31	Tricesimo primo	Decembris.

Anno Domini.

Millesimo Sexcentisimo	
Sexagesimo tertio	
Quarto	Secundo.
Quinto	Tertio.
Sexto	Quarto, &c.
Septimo	Octogesimo.
Octavo	Nonagesimo.
Nono	
Septuagesimo	Millesimo.
Septuagesimo primo	Septingentesimo.

The Numbers of Money in Engliſh and Latine, from a Farthing to ten thouſand Pounds.

A Farthing,	Quadrans;
Two farthings,	Duo quadrantes.
Three farthings,	Tres quadrantes.
a Penny,	Denarius.
Two pence,	Duo denarii.
Three pence,	Tres denarii.
Four pence,	Quatuor denarii.
Five pence,	Quinq; denarii.
Six pence,	Sex denarii.
Seven penee,	Septem denarii.
Eight pence,	Octo denarii.
Nine pence,	Novem denarii.
Ten pence,	Decem denarii.
Eleven pence,	Undecem denarii.
A ſhilling,	Solidus.
Two ſhillings,	Duo ſolidi.
Three ſhillings,	Tres ſolidi.
Four ſhillings,	Quatuor ſolidi.
Five ſhillings,	Quinq; ſolidi.
Six ſhillings,	Sex ſolidi.
Seven ſhillings,	Septem ſolidi.
Eight ſhillings,	Octo ſolidi.
Nine ſhillings,	Novem ſolidi,
Ten ſhillings,	Decem ſolidi.
Eleven ſhillings,	Undecem ſolidi.
Twelve ſhillings,	Duodecem ſolidi.
Thirteen ſhillings,	Tredecem ſolidi.
Fourteen ſhillings,	Quatuordecem ſoli- [di.
Fifteen ſhillings,	Quindecem ſolidi.
Sixteen ſhillings,	Sedecem ſolidi.
Seventeen ſhillings,	Septendecem ſolidi.
Eighteen ſhillings,	Octodecem ſolidi.
Nineteen ſhillings,	Novendecem ſolidi.
Twenty ſhillings,	Viginti ſolidi.
Thirty ſhillings,	Triginta ſolidi.
Forty ſhillings,	Quadraginta ſolidi.
Fifty ſhillings,	Quinquaginta ſolidi.
Three pounds,	Tres libræ.
Four pounds,	Quatuor libræ.
Five pounds,	Quinq; libræ.
Six pounds,	Sex libræ.
Seven (pounds,	Septem libræ.
Eight pounds,	Octo libræ.
Nine pounds,	Novem libræ.
Ten pounds,	Decem libræ.
Eleven pounds,	Undecem libræ.
Twelve pounds,	Duedecem libræ.
Thirteen pounds,	Tredecem libræ.
Fourteen pounds,	Quatuordecem libræ
Fifteen pounds,	Quindecem libræ.
Sixteen pounds,	Sedecem libræ.
Seventeen pounds,	Septendecem libræ.
Eighteen pounds,	Octodecem libræ.
Nineteen pounds,	Novendecem libræ.
Twenty pounds,	Viginti libræ.
Thirty pounds,	Triginta libræ.
Forty pounds,	Quadraginta libræ.
Fifty pounds,	Quinquaginta libræ.
Sixty pounds,	Sexaginta libræ.
Seventy pounds,	Septuaginta libræ.
Eighty pounds,	Octoginta libræ.
Ninety pounds,	Nonaginta libræ.
One hundr. pounds,	Centum libræ.
Two hundr. Pounds,	Ducentæ libræ.
Three hundred (pounds,	Trecentæ libræ.
Four hundr. pounds,	Quadringentæ libræ.
Five hundr. Pounds,	Quingentæ libræ.
Six hundr. Pounds,	Sexcentæ libræ.
Seven hundred (pounds,	Septingentæ libræ.
Eight hundr. Pounds,	Octingentæ libræ.
Nine hundr. Pounds,	Noningentæ libræ.
One thouſand pou.	Mille librarum.
Two thouſand pou.	Duo mille librarum.
Three thouſand (pounds,	Tres mille librarum.

Four

Four thouſand (pounds,	Quatuor mille libra- (rum
Five thouſ. pounds,	Quinq; mille librar.
Six thouſ. pounds,	Sex mille librarum.
Seven thouſand (pounds,	Septem mille libra- (rum.
Eight thouſand (pounds,	Octo mille libra- (rum.
Nine thouſ. pounds,	Novem mille librar.
Ten thouſ. pounds.	Decem mille librar.

Thus you may proceed to Put any Sum into Latine: only you are to vary the Caſes according to ſeveral occaſions; as the Obligee is bound to the Obligor, *in duobus, tribus, &c. Quadrantibus, Solidis, Denariis & libris, &c.* But when payment of Money is mentioned, then the Obligee is to pay to the Obligor, *duos vel tres, &c. quadrantes, denarios, ſolidos & libras.* Which Rule obſerved, you cannot write amiſs.

The Names of Weights in Latine and Engliſh, from a Scruple to an Hundred Weight.

A Scruple,	*Scrupulus.*
A Dram,	*Dragma.*
A Quarter of an (Ounce,	*Quarta pars uncia.*
Half an ounce,	*Semiuncia.*
Three quarters of an (ounce,	*Tres partes uncia.*
An Ounce,	*Uncia.*
Two Ounces,	*Uncia dua.*
Three Ounces,	*Tres Uncia.*
A quarter of a (pound,	*Quarta pars libra,*
Five Ounces,	*Quinq; uncia.*
Six Ounces,	*Sex uncia.*
Seven Ounces,	*Septem uncia.*
Half a Pound,	*Semiſſis.*
Nine Ounces,	*Novem uncia.*
Ten Ounces,	*Decem uncia.*
Eleven Ounces,	*Undecem uncia.*
Three quarters of a (pound,	*Tres partes libra.*
Thirteen Ounces,	*Tredecem uncia.*
Fourteen Ounces,	*Quatuordecem uncia.*
Fifteen Ounces,	*Quindecem uncia.*
A Pound,	*Libra. Aſſis. Pondo.*
Two Pounds,	*Dua libra, vel Dua- (pondo*
Three Pounds,	*Tres libra vel Tre- (pondo*
Four Pounds,	*Quatuor libra vel (pondo.*
Five pounds,	*Quinq; libra.*
Six pounds,	*Sex libra.*
Seven pounds,	*Septem libra.*
A Stone or eight (pounds,	*Octuſſis.*
Nine pounds,	*Novem libra.*
Ten pounds,	*Decem libra.*
Eleven pounds,	*Undecem libra.*
Twelve pounds,	*Duodecem libra.*
Thirteen pounds,	*Tredecem libra.*
Fourteen pounds,	*Quatuordecem libra.*
Fifteen pounds,	*Quindecem libra.*
Two ſtone *or* ſixteen (pounds,	*Sexdecem libra.*
Seventeen pounds,	*Septendecem libra.*
Eighteen pounds,	*Octodecem libra.*
Nineteen pounds,	*Novendecem libra.*
Twenty pounds,	*Viginti libra.*
Thirty pounds,	*Triginta libra.*
Forty pounds,	*Quadraginta libra.*
Fifty pounds,	*Quinquaginta libra.*
Half a Hundred,	*Semicentuſſis.*
Sixty pounds,	*Sexaginta libra.*
Seventy pounds,	*Septuagina libra.*
Eighty pounds,	*Octogina libra.*
Ninety pounds,	*Nonaginta libra.*
A hundred pounds,	*Centum pondo.*
A hundred weight.	*Centuſſis.*

A TABLE,

SHEWING

The Beginning of every King's Reign from the Conqueſt, Together with the Year of Chriſt, anſwering to every Year of each King's Reign, the Years beginning the 25th. of *March*.

William *the Conqueror began his Reign the* 15th. *of* Octob. 1066. *and therefore had reigned one Year compleat,* Oct. 15. 1067.

An. Reg.	*An. Dom.*
1	1067
2	1068
3	1069
4	1070
5	1071
6	1072
7	1073
8	1074
9	1075
10	1076
11	1077
12	1078
13	1079
14	1080
15	1081
16	1082
17	1083
18	1084
19	1085
20	1086

10 *Months*, 21 *Days*.
His Reign ended the 9th. *of* Septemb. 1087.

William Rufus *began his Reign* Septemb. *the* 9th. 1087.

An. Reg.	*An. Dom.*
1	1088
2	1089
3	1090
4	1091
5	1092
6	1093
7	1094
8	1095
9	1096
10	1097
11	1098
12	1099

11 *Months*, 18 *Days*.

Hen. 1. Aug. 1. 1100

An. Reg.	*An. Dom.*
1	1101
2	1102
3	1103
4	1104
5	1105
6	1106
7	1107
8	1108
9	1109
10	1110
11	1111
12	1112
13	1113
14	1114
15	1115
16	1116
17	1117
18	1118
19	1119
20	1120
21	1121
22	1122
23	1123
24	1124
25	1125
26	1126
27	1127
28	1128
29.	1129
30	1130
31	1131
32	1132
33	1133
34	1134
35	1135

4 *Months*, 12 *Days*.

Steph. *Decemb.* 2. 1135.

An. Reg.	*An. Dom.*
1	1136
2	1137
3	1138

4	1139
5	1140
9	1141
7	1142
8	1143
9	1144
10	1145
11	1146
12	1147
13	1148
14	1149
15	1150
16	1151
17	1152
18	1153

11 *Months*, 20 *Days*.

Hen. 2. Oct. 25. 1154.

An. Reg.	*An. Dom.*
1	1155
2	1156
3	1157
4	1158
5	1159
6	1160
7	1161
8	1162
9	1163
10	1164
11	1165
12	1166
13	1167
14	1168
15	1169
16	1170
17	1171
18	1172
19	1173
20	1174
21	1175
22	1176
23	1177
24	1178
25	1179
26	1180
27	1181
28	1182
29	1183
30	1184
31	1185
32	1186
33	1187
34	1188

9 *Months*, 5 *Days*.

R. 1. July 9. 1189.

An. Reg.	*An. Dom.*
1	1190
2	1191
3	1192
4	1193
5	1194
6	1195
7	1196
8	1197
9	1198

9 *Months*, 19 *Days*.

John, April 6. 1199.

An. Reg.	*An. Dom.*
1	1200
2	1201
3	1202
4	1203
5	1204
6	1205
7	1206
8	1207
9	1208
10	1209
11	1210
12	1211
13	1212
14	1213
15	1214
16	1215
17	1216

7 *Months* 0 *Days*.

Hen. 3. Oct. 19. 1216.

An. Reg.	*An. Dom.*
1	1217
2	1218
3	1219
4	1220
5	1221
6	1222
7	1223
8	1224
9	1225
10	1226
11	1227
12	1228
13	1229
14	1230
15	1231
16	1232
17	1233
18	1234
19	1235
20	1236
21	1237
22	1238
23	1239
24	1240
25	1241
26	1242
27	1243
28	1244
29	1245
30	1246
31	1247
32	1248
33	1249
34	1250
35	1251
36	1252
37	1253
38	1254
39	1255
40	1256
41	1257
42	1258
43	1259
44	1260
45	1261
46	1262
47	1263
48	1264
49	1265
50	1266

51	1267
52	1268
53	1269
54	1270
55	1271
56	1272

1 Month, 0 Days.

Edw. 1. Nov. 16. 1270.

An. Reg.	An. Dom.
1	1273
2	1274
3	1275
4	1276
5	1277
6	1278
7	1279
8	1280
9	1281
10	1282
11	1283
12	1284
13	1285
14	1286
15	1287
16	1288
17	1289
18	1290
19	1291
20	1292
21	1293
22	1294
23	1295
24	1296
25	1297
26	1298
27	1299
28	1300
29	1301
30	1302
31	1303
32	1304
33	1305
34	1306

Edw. 2. July 7. 1307.

An. Reg.	An. Dom.
1	1308
2	1309
3	1310
4	1311
5	1312
6	1313
7	1314
8	1315
9	1316
10	1317
11	1318
12	1319
13	1320
14	1321
15	1322
16	1323
17	1324
18	1325
19	1326

7 Months, 9 Days.

Edw. 3. Jan. 25. 1326.

An. Reg.	An. Dom.
1	1327
2	1328
3	1329
4	1330
5	1331
6	1332
7	1333
8	1334
9	1335
10	1336
11	1337
12	1338
13	1339
14	1340
15	1341
16	1342
17	1343
18	1344
19	1345
20	1346
21	1347
22	1348
23	1349
24	1350
25	1351
26	1352
27	1353
28	1354
29	1355
30	1356
31	1357
32	1358
33	1359
34	1360
35	1361
36	1362
37	1363
38	1364
39	1365
40	1366
41	1367
42	1368
43	1369
44	1370
45	1371
46	1372
47	1373
48	1374
49	1375
50	1376

5 Months, 7 Days.

Ri. 2. June 21. 1377.

An. Reg.	An. Dom.
1	1378
2	1379
3	1380
4	1381
5	1382
6	1383
7	1384
8	1385
9	1386
10	1387
11	1388
12	1389
13	1390
14	1391
15	1392

16 1393
17 1394
18 1395
19 1396
20 1397
21 1398
22 1399

3 *Month*, 14 *Days*.

H. 4. Sept. 29. 1399.

An. Reg.	*An. Dom.*
1	1400
2	1401
3	1402
4	1403
5	1404
6	1405
7	1406
8	1407
9	1408
10	1409
11	1410
12	1411
13	1412

6 *Months*, 3 *Days*.

H. 5. Mar. 10. 1412.

An. Reg.	*An. Dom.*
1	1413
2	1414
3	1415
4	1416
5	1417
6	1418
7	1419
8	1420
9	1421

5 *Months*, 24 *Days*.

Hen. 6. Aug. 31. 1422.

An. Reg.	*An. Dom.*
1	1423
2	1424
3	1425
4	1426
5	1427
6	1428
7	1429
8	1430
9	1431
10	1432
11	1433
12	1434
13	1435
14	1436
15	1437
16	1438
17	1439
18	1440
19	1441
20	1442
21	1443
22	1444
23	1445
24	1446
25	1447
26	1448
27	1449
28	1450
29	1451
30	1452
31	1453
32	1454
33	1455
34	1456
35	1457
36	1458
37	1459
38	1460

6 *Months*, 16 *Days*.

Edw. 4. Mar. 4. 1460.

An. Reg.	*An. Dom.*
1	1461
2	1462
3	1463
4	1464
5	1465
6	1466
7	1467
8	1468
9	1469
10	2470
11	1471
12	1472
13	1473
14	1474
15	1475
16	1476
17	1477
18	1478
19	1479
20	1480
21	1481
22	1482

1 *Month*, 8 *Days*.

R. 3. June 22. 1483.

An. Reg.	*An. Dom.*
1	1484
2	1485

2 *Months*, 5 *Days*.

Hen. 7 Aug. 22. 1485.

An. Reg.	*An. Dom.*
1	1486
2	1487
3	1488
4	1489
5	1490
6	1491
7	1492
8	1493
9	1494
10	1495
11	1496
12	1497
13	1498
14	1499
15	1500
16	1501
17	1502
18	1503
19	1504
20	1505
21	1506
22	1507
23	1508

8 *Months*, 19 *Days*.

H. 8. April 22. 1509.

An. Reg.	*An Dom.*
1	1510
2	1511
3	1512
4	1513
5	1514
6	1515
7	1516
8	1517
9	1518
10	1519
11	1520
12	1521
13	1522
14	1523
15	1524
16	1525
17	1526
18	1527
19	1528
20	1529
21	1530
22	1531
23	1532
24	1533
25	1534
26	1535
27	1536
28	1537
29	1538
30	1539
31	1540
32	1541
33	1542
34	1543
35	1544
36	1545
37	1546

10 *Months*, 1 *Day*.

Edw. 6. Jan. 28. 1546.

An. Reg.	*An. Dom.*
1	1547
2	1548
3	1549
4	1550
5	1551
6	1552

5 *Months*, 19 *Days*.

Mary, Jul. 6. 1553.

An. Reg.	*An. Dom.*
1	1554
2	1555
3	1556
4	1557
5	1558

4 *Months*, 22 *Days*.

Eliz, Nov. 17. 1558.

An. Reg.	*An. Dom.*
1	1559
2	1560
3	1561
4	1562
5	1563
6	1564
7	1565
8	1566
9	1567
10	1568
11	1569
12	1570
13	1571
14	1572
15	1573
16	1574
17	1575
18	1576
19	1577
20	1578
21	1579
22	1580
23	1581
24	1582
25	1583
26	1584
27	1585
28	1586
29	1587
30	1588
31	1589
32	1590
33	1591
34	1592
35	1593
36	1594
37	1595
38	1596
39	1597
40	1598
41	1599
42	1600
43	1601
44	1602

4 *Months*, 15 *Days*.

Jac. Mar. 24. 1602.

An. Reg.	*An. Dom.*
1	1603
2	1604
3	1605
4	1606
5	1607
6	1608
7	1609
8	1610
9	1611
10	1612
11	1613
12	1614
13	1615
14	1616
15	1617

16	1618			11	1635
17	1619	Carol. 1. Mar. 27. 1625.		12	1636
18	1620			13	1637
19	1621	*An. Reg.*	*An. Dom.*	14	1638
20	1622	1	1625	15	1639
21	1623	2	1626	16	1640
22	1624	3	1627	17	1641
		4	1628	18	1642
	0 *Months*, 3 *Days.*	5	1629	19	1643
		6	1630	20	1644
		7	1631	21	1645
		8	1632	22	1646
		9	1633	23	1647
		10	1634	24	1648

King CHARLES the First, died the 30th of *Jan.* 1648. having Reigned 11 Months above 23 Years, according to 28 days *per mensem.*

King CHARLES the Second began his Reign the 30th of *January*, 1648. On which day the Regicides Murthered his Father of Blessed Memory. So that the first Year of his Reign is 1649. currant.

An. Reg.	*An. Dom.*			
1	1649	12	1660	25
2	1650	13	1661	26
3	1651	14	1662	27
4	1652	15	1663	28
5	1653	16	1664	29
6	1654	17	1665	30
7	1655	18	1666	31
8	1656	19	1667	32
9	1657	20	1668	33
10	1658	21	1669	34
11	1659	22	1670	
		23	1671	
		24	1672	

	1673
	1674
	1675
	1676
	1677
	1678
	1679
	1680
	1681
	1682

Let his Enemies be clothed with shame, but upon him let his Crown flouriſh.

The

The ſeveral Parts of the Bodies of Men, Women, Children, Beaſts, Birds, Trees, Plants, Herbs: As alſo, of Houſes, and the parts thereof; and the ſeveral ſorts of Goods, Utenſils, Materials, and Implements of Houſhold. Likewiſe of Husbandry and Gardening; with the Tools and Materials uſed, and to be uſed therein, both in Latin *and* Engliſh. *The like whereof hath never been done before, and will be much for the eaſe and benefit of the Attorney and Clerk, in the drawing his Declarations, by uſing therein fit and apt Words; the want whereof, is many times cauſe of Error.*

A Creature,	Creatura.
A living Creature,	Animal.
A Rational Creature,	Animal rationale.
A Senſitive Creature,	Animal ſenſitivum.
A Vegetative Creature,	Animal Vegetativum.
An Angel,	Angelus.
A Spirit,	Spiritus.
A Man,	Homo, Vir.
A Woman,	Mulier, Femina.
An Infant,	Infans.
A Boy,	Puer.
A Girle,	Puella.
A Youth,	Adoleſcens.
A Young man,	Juvenis.
An Old man,	Senex.
An Old Woman,	Anus, Vetula.
A Giant,	Gigas.
A Dwarf,	Nanus.

The Parts of the Body.	*Partes Corporis.*
The Body,	Corpus.
The Soul,	Anima.
The Life,	Vita.
The Mind,	Mens, Animus.
A Member,	Membrum.
The Skin,	Cutis.
The Fleſh,	Caro.
The Fat,	Pinguedo.
Leanneſs,	Macies.
A Bone,	Os, Oſſis.
The Marrow,	Medulla.
A Vein,	Vena.
An Artery,	Arteria.
A Sinew,	Nervus.
The Pores,	Meatus, Porus.
A Muſcle,	Muſculus.
The Head,	Caput.
The Fore-part of the Head,	Sinciput.
The Hinder-part of the Head,	Occiput.
The Crown of the Head.	Vertex.
The Hair,	Capillus, crinis.
A Buſh of Hair,	Coma.
Curled Hair,	Cincinnus.
Hair of the Body,	Pilus.
The Temples,	Tempora.
An Ear,	Auris.

The

The Fore-head,	Frons.
The Eye-brow,	Supercilium.
The space between the Eye-brows,	Intercilium.
An Eye-Lid,	Palpebra.
The Hairs of the Eye-Lid,	Cilia.
An Eye,	Oculus.
The Apple of the Eye,	Pupilla.
The Corner of the Eye,	Hirquus.
The White of the Eye,	Albugo.
The Nose,	Nasus.
The Nostrils,	Nares.
The Snot,	Pus, Mucus.
A Cheek,	Gena, Bucca.
The Face,	Facies.
The Countenance,	Vultus.
A Beard,	Barba.
A Lip,	Labium.
The Mouth,	Os, oris.
The Jaw,	Maxilla, Rictus.
The Breath,	Spiritus.
Short Breath,	Anhelitus, suspiratio.
The Gums,	Gingiva.
A Tooth,	Dens.
The Fore-teeth,	Incisores.
The Jaw-teeth,	Molares.
A Row of Teeth,	Vallum.
The Tongue,	Lingua.
The Spittle,	Saliva.
The Throat,	Guttur.
The Chin,	Mentum.
The Neck,	Collum.
A Shoulder,	Humerus.
The Shoulder-Blade,	Scapula.
An Arm,	Brachium.
The Arm-hole,	Axilla.
The Elbow,	Cubitus.
The Wrist,	Carpus.
The Hand,	Manus.
The Hollow of the Hand,	Vola.
The Back of the Hand,	Metacarpium.
The Palm of the Hand,	Palma.
A Span,	Palmus.
The Fist,	Pugnus.
A Joynt,	Articulus.
A Knuckle,	Condylus.
A Thumb,	Pollex.
A Finger,	Digitus.
The Fore-finger,	Index.
The Middle-finger,	Verpus.
The Fourth Finger,	Annularis.
The Little Finger,	Auricularis.
A Nail,	Unguis.
Skin growing over the Nail,	Reduvia,
The right Hand,	Dextra.
The left Hand,	Sinistra.
The Breast,	Pectus.
A Pap or Dug,	Mamma, Mammilla.
The Nipple,	Papilla.
A Bosome,	Sinus.
A Side,	Latus.
A Rib,	Costa.
The Back,	Dorsum, Tergum.
The Back-bone,	Spina.
A Loyn,	Lumbus.
The Belly,	Venter.
The Navel,	Umbilicus.
The Huckle-bone,	Coxa.
The Hip,	Coxendix.
The Buttock,	Nates.
A Thigh,	Femur, Tibia.
The Ham,	Poples.
A Knee,	Genu.
A Leg,	Crus.
The Calf of the Leg,	Sura.
The Shin,	Cnema.
The Ankle,	Malleolus.
A Foot,	Pes.
A Toe,	Digitus Pedis.
The great Toe,	Hallux.

The Heel,	Calx.
The sole of the foot,	Planta.
The hollowness of the Foot,	Subtal.
The Brain,	Cerebrum.
The Gullet,	Gula,
The Mouth of the Stomach,	Stomachus.
The Stomach,	Ventriculus.
The Heart,	Cor.
The Lungs,	Pulmo.
The Liver,	Jecur.
Blood,	Sanguis.
Blood spilled,	Cruor,
Flegm,	Flegma, Pituita.
Choler,	Bilis Flava, Cholera.
Melancholy,	Bilis Atra, Melancholia.
A Kidney,	Ren.
The Spleen,	Splen.
The Gall,	Fel.
The Midriff,	Diaphragma.
The Caul.	Omentum.
The Entrails,	Intestina.
The Bowels,	Viscera.
The small Guts,	Lactes, Mesenteria.
The Bladder,	Vesica.
The Urine,	Urina.

Accidents of the Body.	*Accidentia Corporis.*
Bald,	Calvus.
One-ey'd,	Luscus, Monopthalmus.
Bleer-ey'd,	Lippus.
Blind,	Cæcus.
Squint-ey'd,	Strabo.
Pur-blind,	Myops.
Deaf,	Surdus.
Stammering,	Balbus, Hæsitans.
Lisping,	Blæsus.
Toothless,	Edentulus.
Long-tongu'd,	Linguax.
Dumb,	Mutus.
Talkative,	Garrulus.
Gorbellied,	Ventriculosus.
Joult-head,	Capito.
Great-nosed,	Naso.
Blubber-lipp'd,	Labeo.
A Wart,	Verruca.
A Wen,	Struma.
A blemish, or mole,	Nævus.
A Freckle,	Lentigo.
Scurfe,	Porrigo.
A Tetter,	Impetigo.
Lame,	Claudus.
Crump-footed,	Loripes.
Splay-footed,	Valgus.
Belching,	Ructus.
The Hickup,	Singultus.
Sneezing,	Sternutatio.
A Disease,	Morbus.
A Physitian,	Medicus.
Physick,	Medicina.
A Vomit,	Vomitus.
A Purge,	Purgamen.
A Glyster,	Clyster.
Letting of Blood,	Phlebotomia.
A Chyrurgeon,	Chirurgus.
An Apothecary,	Pharmacopola.
Paleness,	Pallor.
Numbness,	Torpor.
Drowsiness,	Veternus.
Pain,	Dolor.
Amazedness,	Stupor.
Itching,	Pruritus.
Bed-rid,	Clinicus.
A Fever or Ague,	Febris.
Head-ach,	Cephalalgia.
The Megrim,	Hemicrania.
A Cough,	Tussis.
Hoarseness,	Raucedo.
Dotage,	Delirium.
Madness,	Insania.
Tooth-ach,	Odontalgia.
Rheum,	Rheuma.
The Squinancy,	Angina.
Swooning,	Lipothymia.
Fainting,	Languor.
Bloody Flux,	Dysenteria.
Costiveness,	Tenasmus.

The Stone,	Calculus.
The Pleurisie,	Pleuritis.
The Jaundice,	Icterus.
A Swelling,	Tumor.
The Gout,	Podagra.
The Dropsie,	Hydrops.
Consumption,	Phthisis. Tabes.
The Falling-sickness,	Epilepsia.
The Cramp,	Spasmus.
The Palsie,	Paralysis.
The Scurvy,	Scorbutum.
The Plague,	Pestis, Pestilentia.
A Fit,	Paroxysmus.
An Impostume,	Apostema.
Goze-blood,	Sanies.
The Canker,	Carcinoma.
The French-Pox	Lues Venerea.
The Wolf,	Herpes.
A Gangrene,	Gangræna.
The Leprosie,	Lepra.
The Small Pox,	Variolæ.
The Measils,	Morbilli.
Pimples,	Pustulæ.
Wheals,	Papulæ.
A Scab,	Scabies.
A Scar,	Sicatrix.
Hard Skin,	Callus.
A Blow,	Plaga.
A Stroke,	Ictus.
The Sight,	Visus.
The Hearing,	Auditus.
The Smell,	Olfactus, Odoratus.
The Tast,	Gustus.
The Touch,	Tactus.

Colour.	*Color.*
White,	Albus.
Black,	Niger.
Brown,	Fuscus.
Blew,	Cerulæus.
Gray,	Cæsius.
Green,	Viridis.
Red,	Ruber.
Yellow,	Luteus.
Party-colour'd,	Discolor.
Ill-colour'd,	Decolor.
A Stink,	Fætor.
A sweet smell,	Fragrantia. Odor.
The smel of Meat,	Nidor.
A sound,	Sonus.
A relish,	Sapor.
Laughter,	Risus.
Weeping,	Fletus.
A Sigh,	Suspirium.
Whispering,	Susurrus.
The Fancy,	Phantasia.
The Memory,	Memoria.
Forgetfulness,	Oblivio.
Sleep,	Somnus.
Watching,	Vigilia.
A Dream,	Insomnium.
Snoring,	Rhoncus.
Apparel,	Vestitus.
A Garment,	Vestis.
Cloth,	Pannus.
Linnen,	Linteum.
Silk,	Sericum.
Thred,	Filum.
Flax,	Linum.
Canvas,	Cannabum.
Fustian,	Xilinum.
Sackcloth,	Saccus.
An Hat,	Galerus.
A Cap,	Pileus.
A Perriwig,	Galericulum Crinitum.
An Hatband,	Spira.
A Copk,	Capital.
A Cross-cloth,	Plagula.
An Hairlace,	Vitta.
A Fan,	Flabellum.
A Bonegrace,	Umbrella.
An Hood,	Peplum.
An Ear-ring,	Inauris.
A Neck-Jewel,	Monile.
A Chain,	Torquis.
A Bracelet,	Armilla.
A Spangle,	Bractea.

- Neckcloth, Strophyum.
- Band, Collare.
- Shirt or Smock, Induſium.
- Waſtcoat, Subucula.
- Stomacher, Pectorale.
- Doublet, Diplois.
- Sleeve, Manica.
- Jacket, Tunicula.
- Pair of Wæches, Femoralia.
- Poynt, Ligula.
- Girdle, Cingulum, Zona.
- Skirt, Fimbria.
- Gown, Toga.
- A Caſſock, Sagum.
- Cloak, Pallium.
- Short Cloak, Chlamys.
- Coat, Tunica.
- Riding-coat, Lacerna.
- An Apron, Præcinctorium.
- Looſe Gown, Stola.
- Glove, Chirotheca.
- Stockings, Tibialia.
- Garter, Faſcia.
- Shoe, Calceus.
- Shoe-latchet, Corrigia.
- Boot, Ocrea.
- Spur, Calcar.
- Slipper, Crepida.
- Sole, Solea.
- Buskin, Cothurnus.

Socks, Socci.
Meat, Cibus.
A Caterer, Opſonator.
Food, Opſonium.

- Table, Menſa.
- Table-cloth, Mappa.
- Napkin or Towel, Mantelium.
- A Trencher, Quadra.
- Salt-ſellar, Salinum.
- Little Salt-ſellar, Salillum.

Salt, Sal.

Bread, Panis.
A Loaf, Collyra.
A Whoſel, Buccea.
Cruſt, Cruſta.
The Crumb, Medulla.

- Bread-basket Caniſtrum.
- Knife, Culter,
- Carver, Cibicida.
- A Meſſe, Ferculum.
- Diſh, Diſcus.
- Pottinger, Catillus.
- Spoon, Cochleare.

Pottage, Jus, juris, juſculum.
Water-gruel, Pulmentum.
Milk, Lac.
Cream, Flos Lactis.
A Syllibub, Oxygala.
Butter, Butyrum.
Cheeſe, Caſeus.
Fleſh, Caro.

- Beef, Veal, Mutton, Lamb, Pork, Venilon, Caro, Bubula. Vitulina. Ovina. Agnina. Porcina. Ferina.

Bacon, Lardum.

- Roaſt, Boyled, Baked, Broyled, Fryed, Stewed, Carbonado'd, Minced, Meat Caro: Aſſa. Elixa. Coctilis. Toſta. Frixa. Jurulenta. Carbonella. Minutal.

A Pudding, Fartum.
A Bag-pudding, Maſſula.
A Gut-pudding, Farcimen.
A Liver-pudding, Tomaculum.
A pudding-maker Fartor.
Pudding meat, Pulpa.
A Sawſedge, Lucarica.
A Chitterling, Hilla.

A black pudding,	Apexabo.
A Cake,	Placenta.
Fine Flower.	Pollen.
Unleavened bread,	Azymus.
Leavened bread,	Fermentatus.
Manchet,	Similaceus.
Houshold bread,	Cibarius.
Bisket,	Biscoctus.
A Wafer,	Crustulum.
A Bun or Symnel,	Collyra.
A Fritter,	Laganum.
A Pancake,	Artolaganum.
A Tart,	Scriblita.
A Custard,	Artogala.
A Fleshpye,	Artocrea.
An Applepye,	Artomelum.
A Gammon of Bacon,	Petaso.
A Flitch of Baron,	Succidia.
Sewet,	Sebum.
A Sallet,	Acetarium.
Vinegar,	Acetum.
Opl,	Oleum.
An Olive,	Oliva.
A Caper,	Capparis.
Sawce,	Intinctus.
Sweetmeats.	Bellaria.
Breakfast,	Jentaculum.
Dinner,	Prandium.
Supper,	Cæna.
A Feast,	Convivium, Festum.
A smell-Feast,	Parasitus.
An Entertainer,	Convivator.
A Guest,	Conviva.
A Bason,	Pelvis.
An Ewer,	Aqualis.
A Towel,	Mantile.
A Toothpicker,	Dentiscalpium.

Drink,	Potus.
Wine,	Vinum.
New Wine,	Mustum.
Dead Wine,	Vappa.
Wormwood wine,	Absynthites.
Metheglin,	Mulsum.
Syder,	Melites.
Perry,	Apites.
Beer or Ale,	Cerevisia.
Hopps,	Lupulus.
Malt,	Brasium.
A Brewer,	Cervitiarius. Pandoxator.
Dregs,	Fœces.
A Pot,	Poculum.
A Flagon,	Lagena.
A Beaker,	Crater,
A Bowl.	Cyathus.
A Jug,	Cantharus.
A Bottle,	Ampulla.
A Chalice, or Cup,	Calix.
A Pot with two Ears,	Diota.
A Glasse,	Poculum Vitreum.
A Cup-Bearer,	Pincerna.
A Draught,	Haustus.

The Understanding,	Intellectus.
The Reason,	Ratio.
Knowledge,	Scientia.
Ignorance,	Ignorantia.
Faith,	Fides.
Prudence,	Prudentia.
Wisdom,	Sapientia.
Art,	Ars.
Opinion,	Opinio.
Judgment,	Judicium.
Mistaking,	Error.
Suspition,	Suspitio.
Doubting,	Dubitatio.
Admiration,	Admiratio.
The Will,	Voluntas.
Love,	Amor.
Hatred,	Odium.
Desire,	Desiderium.

Loathing,

Loathing,	Fuga.
Joy,	Lætitia. Gaudium.
Sadneſs,	Triſtitia. Dolor.
Fear,	Timor.
Boldneſs,	Audacia.
Truſt,	Fiducia.
Hope,	Spes.
Deſpair,	Deſperatio.
Anger,	Ira.
Pleaſure,	Voluptas.
Shame,	Pudor.
Mercy,	Miſericordia.
Envy,	Invidia.
Wedlock,	Conjugium.
Marriage,	Matrimonium.
Eſpouſals,	Sponſalia.
An Husband,	Maritus.
Wife,	Uxor.
Batcheloz,	Cælebs.
Bzide-groom,	Sponſus.
Bzide,	Sponſa.
Bzide-man,	Pronubus.
Bzide-maid,	Pronuba.
Wooer,	Procus.
Bozion,	Dos.
Bzide-chamb.	Thalamus.
Widower,	Viduus.
Widow,	Vidua.
Father,	Pater.
Mother,	Mater.
Son,	Filius.
Daughter,	Filia.
Childzen,	Liberi,
Ewins,	Gemelli.
Bzother,	Frater.
Siſter,	Soror.
Father in Law	Socer.
Mother in Law,	Socrus.
Son in Law,	Gener.
Daughter-in Law,	Nurus.
Bzother in Law,	Levir.
Siſter in law,	Glos.
Step-Father,	Vitricus.
Step-mother,	Noverca.
Step-Son,	Privignus.
Step-Daughter,	Privigna.
Gzandfather,	Avus.
Gzandmother,	Avia.
Great Gzandfather,	Proavus.
Great Gzandmother,	Proavia.
Great Gzandfathers father,	Abavus.
Great Gzandfathers Mother,	Abavia.
Great great Gzandfathers Father,	Atavus.
Great great Grandf. Fathers Father,	Tritavus.
An Uncle by the Father,	Patruus.
An Aunt by the Father,	Amita.
An Uncle by the Mother,	Avunculus.
An Aunt by the Mother,	Matertera.
Couſin German by the Father,	Patruelis.
Couſin German by the Mother,	Conſobrinus. Conſobrina.
Husbands Bzother,	Levir.
Nephews ſon,	Pronepos.
Nephews Nephew,	Abnepos.
Bzothers wife	Fratrina.
Nephew,	Nepos.
Niece,	Neptis.
Kindzed by the Father,	Agnatio.

Kindred by the Mother,	Cognatio.
Kindred by Marriage.	Affinitas,
A Genealogy,	Genealogia.
Auncestors.	Majores.
Posterity,	Minores, Posteritas.
An Heir,	Hæres.
A Joynt-heir,	Cohæres.
An Inheritance,	Hereditas.
An Orphan,	Orphanus.
A Bastard,	Spurius.
A House, Building, Palace, Cottage,	Domus. Ædificium. Palatium. Casa.
Stone,	Lapis.
A Brick,	Later.
Chalk or Lime,	Calx.
Mortar,	Lutum.
Rubbish,	Rudus.
A Foundation,	Fundamentum.
A Wall.	Paries.
Corner,	Angulus.
Porch,	Vestibulum.
Vent-house,	Compluvium.
Gate,	Janua.
Door,	Ostium.
Knocker,	Marculus.
Latch,	Vectis.
A Bar,	Repagulum.
Chink,	Rima.
Foredoor,	Anticum.
Backdoor,	Posticum.
Lock,	Sera.
Key,	Clavis.
Bar,	Pessulus.
Hinge,	Cardo.
Threshold,	Limen.
Foldingdoors,	Valvæ.
A Wicket,	Ostiolum.
A Post,	Postis.
The Lintel,	Super-liminare.
A Bolt,	Obex.
Glasse,	Vitrum.
A Window, Casement, Lattice,	Fenestra. Transenna. Cancelli.
The Eaves,	Fanigium.
The Ridge,	Suggrundium.
A Tower,	Turris.
An Arch,	Fornix.
A Prop,	Tibicen.
The Rook,	Tectum.
The inner Rook,	Laquear.
Slate,	Scandula.
Tile,	Tegula.
Gutter-tile,	Imbrex.
Beam,	Trabs.
A Rafter,	Tignum.
Board,	Asser.
Lath,	Asserculus.
Pillar,	Columna.
Pavement,	Pavimentum.
An Inner-room,	Penetrale.
Room,	Contignatio.
Hall,	Aula.
Parlor,	Conclave.
Kitchen,	Culina, Coquina.
A Bake-house,	Pistrinum.
Larder,	Promptuarium.
Cellar,	Cella.
Dining-room,	Pransorium.
Chamber,	Cubiculum.
Stayres,	Scalæ, Gradus.
Closet,	Conclave.
Study,	Musæum.
Library,	Bibliotheca.
Scaffold,	Pegma.
An Inne,	Diversorium.
Tavern,	Oenopolium, Taberna.
A Victualling-House,	Caupona.
Spittle,	Hospitium.
Work-house,	Officina.
Ware-house,	Receptaculum.
Gallery,	Pergula.
Garret,	Cœnaculum.
Ceiling,	Concameratio.
Balcony,	Porticus.

Houshold-

Houshold stuff, Supellex.
Utensils. Utensilia.
Furniture, Apparatus.
A Chair, Cathedra.
A Stool Sella.
A Bench, Scamnum.
A Foot-stool, Scabellum.
A Seat, Sedes.
A Cushion, Pulvinus.
A Table, Mensa.
The Frame of a Table, Fulcrum.
A Carpet, Gausape.
A Cupboard, Abacus.
A Cupboard-Cloth, Tapes.
A Chest, Arca.
A Coffer, Cista.
A Desk, Pluteus.
A Trunk, Riscus.
A Box, Pixis.
A Cabinet, Capsula.
A Press for Clothes, Vestiarium.
A Case, Theca.
A Basket, Corbis.
A Hand-basket, Calathus.
A Flasket, Qualus.
A Vessel, Vas.
A Washing-tub, Labrum.
A Butt, Orca.
A Hamper, Quasillus.
A Pannier, Canistrum.
A Hogshead, Dolium.
A Pipe, Cadus.
A Barrel, Amphora.
A Kundlet, Orcula.
A Tap, Fistula.
A Bunghole, Orificium.
A Lid or Cover, Operculum.
A Spigot, Siphon.
A Piercer, Terebra.
Cork, Suber.
A Chimney, Caminus.
Soot, Fuligo.

An Andiron, Andela.
A Grate, Crates.
A Rack, Crateuterium.
A Spit, Veru.
A Dripping-pan, Deguttorium.
Dripping, Liquamen.
A Dresser, Mensa Coquinaria.
An Oven, Furnus.
A Furnace, Fornax.
A Cauldron, Ahenum.
A Kettle, Lebes.
A Skillet, Cacabus.
A Chafingdish, Authepsa.
The bottom of a Pot, Fundus.
A Frying-pan, Sartago.
A Fleshhook, Fuscinula.
A Ladle, Spatha.
A Grater, Radula.
A Toasting Iron, Artopia.
A Strayner, Colum.
A Cullender, Cribrum.
A Mortar, Mortarium.
A Pestle, Pistillum.
A Sponge, Spongia.
A Dishclout, Peniculus.
A Besome or Broom, Scopa.
A Kneeding-Trough, Mictra.
A Pot, Olla.
A Pipkin, Ollula.
A Trivet, Tripes.
A Gridiron, Craticula.
A Fireshovel, Batillum.
A pair of Tongs, Forceps.
A pair of Bellows, Follis.
A Tinderbox, Ignitabulum.
A Match, Sulphuratum.
Tinder, Fomes.
A Bed, Lectus.
The Beds side, Sponda.
The Beds feet, Clinopodium.
The Beds head, Pluteus.
A Rugg, Gausape.

A Cradle,

A Cradle, Cunæ.
Tapeſtry, Tapes,
Hangings, Peripſtromata.
A Canopy, Canopeum.
A Mat, Storea.
A Sheet, Lodix,
A Blanket, Stragulum.
A Coverlet, Teges.
A Pillow, Pulvinar.
A Bed { Bouliter, Cervical,
Bed-Tick, Culcitra.
Pallet, Grabbatus.
Curtain, Cortina.
Chamberpot, Matula.
Cloſe-ſtool, Laſanum,
Privy, Forica.
Candle, Lucerna. Candela.
The Wyke of the Candle, Ellychnium.
The Snuff, Fungus.
The Snuffers, Emunctorium.
The Extinguiſher, Extinctorium.
A Wax Taper, Cereus.
A Torch, Fax.
A Lamp, Lampas.
A Diſtaff, Colus.
A Spindle, Fuſus.
A Wheel, Verticillus. Rota.
A Reel, Rhombus.
A Pair of ſhears, Forfex.
A Comb, Pecten.
A Bodkin for the Hair, Acus Crinalis.
A Curling-Iron Calamiſtrum.
A Looking-glaſs, Speculum.
Spectacles, Conſpicillum.
A { Thimble, Digitale,
Needle, Acus.
Needles eye, Foramen.
A Pin, Acicula.

A School, Schola.
A Schoolmaſter, Ludimagiſter. Archididaſcalus.

An Uſher, Subpræceptor. Hypodidaſcalus.
A Scholar, Diſcipulus.
A School-fellow, Condiſcipulus.
The Maſters Chair, Cathedra.
A Form, Claſſis.
A Seat, Subſellium. Scio. Inſtruo.
Teaching, Inſtitutio.
Learning, Diſciplina. Doctrina.
A Book, Liber.
A little Book, Libellus.
Writing Tables, Pugillares.
A Commentary, Commentarium.
A Leaf, A Page, A Margin { of a Book, Folium, Pagina. Margo.
The Cover of a Book, Involucrum.
A Library, Bibliotheca.
A Pyels for Books Pluteus.
The Title of a Book, Inſcriptio.
A { Bookſeller, Bibliopola.
Printer, Typographus.
Compoſer, Typotheta.
Paper, Charta.
Blotting Paper, Charta Bibula.
A Sheet { of Paper, Philyra.
A Quire { Scapus.
A { Volume, Volumen. Tomus.
Manual, Enchyridium. Manuale.
A Work, Opus.
A Pen, Calamus.
The Nib of a Pen, Crena.
A Pen-knife, Scalpellum.
A Pencil, Penicillus.
Ink, Atramentum.
An Ink-horn, or a Standiſh, Atramentarium.
A Blot, Litura.
Writing, Scriptio. Scriptum.
A Character, Character.

A Point,

A { Point, Punctum. / Letter, Litera. / Syllable, Syllaba. / Word, Dictio, Dict. Logos. / Sentence, Sententia.
A Phrase, Phrasis.
A Period, Periodus.
An Accent, Accentus.
A Spirit, Spiritus.
A Figure, Figura.
A Lesson, Lectio.
Construing, Interpretatio.
Parsing, Examinatio.
A Rule, Regula.
An Exception, Exceptio.
An Exercise, Exercitium.
A Theme, Thema.
Prose, Prosa.
Verse, Carmen.
An Orator, Orator.
Rhetorick, Rhetorica.
An Oration, Oratio.
A Preface, Exordium.
A Confirmation, Confirmatio.
A Consultation, Consultatio.
A Conclusion, Peroratio, Catastr.
A Poet, Poeta.
Poetry, Poesis.
A Poem, Poema.
A Proverb, Adagium, Proverbium.

An History, Historia.
A { Chronicle, Annales. / Day-Book, Diarium. / Calendar, Calendarium. / Fable, Fabula. / Satchel, Pera. / Table-Book, Pugillares. / Truant, Emansor. / Dunce, Hebes. / Rod, Virga. / Ferular, Ferula.
The Masters Reward, vulgarly called Quarteridge, Minerval.

A { Church, Ecclesia, Templum. / Chappel, Sacellum. / Church-porch, Propylæum. / Church-yard, Cœmiterium.
A Pew, Subsellium.
A Bell, Campana.
A Vestry, Adytum.
The Chancel, Sacrarium.
An Altar, Ara, Altare.
A Statue, Statua.
An Image, Imago.
A Graven Image, Sculptile.
Congregation, Congregatio,
A Pulpit, Pulpitum, Rostra,
A Priest, Sacerdos, Presbyter, Minister,
An Arch-Deacon, Archidiaconus.
A { Deacon, Diaconus. / Bishop, Episcopus. / Church-ward, Ædituus. / Reader, Lector. / Preacher, Concionator. / Sermon, Concio.
The Scripture, Scripturæ.
The Bible, Biblia.
The old Testament, Testamentum { Vetus.
The new Testam. { Novum
A Prophet, Propheta.
A Prophecy, Prophetia.
An Evangelist, Evangelista.
The Gospel, Evangelium.
An Apostle, Apostolus.
Apostleship, Apostolatus.
A Prayer, Precatio, Preces.
Confession, Confessio.
A Petition, Petitio.
Deprecation, Deprecatio.
Intercession, Intercessio.
Thanksgiving, Gratiarum Actio.
Thanks, Gratiæ.
Praise, Laus.
Benediction, Benedictio.
A Chapter, Caput.
A Verse, Versus.
An Hymne, Hymnus, a.
An Anthem, Antiphon.

A Song,	Cantilena.
Singing,	Cantio.
A Quire,	Chorus.
A Singing-man,	Cantor.
A Chanter,	Præcentor.
An Organ,	Organum.
A Psaltery,	Psalterium.
An Harp,	Lyra.
A Lute,	Cithera.
A Viol,	Pandura.
Musick,	Musica.
A Tune,	Tonus.
A Liturgy,	Lyturgia.
A Sacrament,	Sacramentum.
Baptism,	Baptismus.
A Sacrifice,	Sacrificium.
Frankincense,	Thus.
A Font,	Lavacrum.
A Sprinkling of Water,	Aspersio.
A Godfather,	Compater.
A Godmother,	Commater.
A giving of names	Impositio nominum.
Circumcision,	Circumcisio.
The Passover of Easter,	Pascha.
The Eucharist,	Eucharista.
Consecration,	Consecratio.
Communion,	Communio.
Alms,	Eleemosyna.
A Grave,	Sepulchrum.
A Grave-stone,	Cippus.
A Coffin,	Urna.
A Beer,	Feretrum.
An Herse,	Cænotaphium.
A Monument,	Monumentum.
A Scutcheon,	Tholus.
An Epitaph,	Epitaphium.
A Funeral,	Funus.
Funeral Rites,	Inferiæ.
A Funeral Song,	Epicedium.

Time,	Tempus.
Opportunity,	Opportunitas.

An Hour,	Hora.
An Hour and a half,	Sesquihora.
An Hour-Glass,	Clepsydra.
A Clock,	Horologium.
A Dial,	Solarium.
The Point of a Dial,	Stylus.
Half an Hour,	Semihora.
A Quarter of an Hour,	Quadrans.
A Moment,	Momentum.
A Day,	Dies.
Break of Day,	Diluculum.
Sun-rising,	Exortus.
Morning,	Aurora.
Noon,	Meridies.
Sun-setting,	Occasus.
Evening,	Vesper.
Twilight,	Crepusculum.
A Night,	Nox.
Midnight,	Nox intempesta.
Cock-crowing,	Gallicinium.
A Week,	Septimana, Hebdomada.
Sunday,	Dies Dominicus, vel Solis.
Munday,	Dies Lunæ.
Tuesday,	Dies Martis.
Wednesday,	Dies Mercurii.
Thursday,	Dies Jovis.
Friday,	Dies Veneris.
Saturday,	Dies Sabbati, vel Saturni.
The space of two days,	Biduum.
The space of three days,	Triduum.
The space of four days,	Quatriduum.
An Holy-day,	Dies Festus.
A Working-day,	Dies Profestus.
Half Holy-day,	Dies Intercisus.
A Month,	Mensis.

January,	Januarius.
February,	Februarius.
March,	Martius.
April,	Aprilis.
May,	Maius.
June,	Junius.
July,	Julius.
August,	Augustus.
September,	September.
October,	October.
November,	November.
December,	December.
A Year,	Annus.
Two Years,	Biennium.
Three Years,	Triennium.
Four Years,	Lustrum.
Leap-Year,	Annus Bissextilis.
Infancy,	Infantia.
Childhood,	Pueritia.
Youth,	Juventus, Adolescentia.
Manhood,	Pubertas, Virilitas.
Old age,	Senectus.
An Age,	Sæculum.
Eternity,	Æternitas.

An Element,	Elementum.
Fire,	Ignis.
Heat,	Æstus, Fervor.
Warmth,	Tepor, Calor.
Brightness,	Splendor.
Burning,	Incendium.
A Flame,	Flamma.
A Spark,	Scintilla.
A Fire-brand,	Torris.
A brand quench'd	Titio.
Dead Coal,	Carbo.
Burning Coal,	Pruna.
Ashes,	Cinis.
Smoak,	Fumus.
Soot,	Fuligo.
Wood,	Lignum.
Water,	Aqua.

Rain,	Pluvia.
The Rain-bow,	Iris.
A Fountain,	Fons.
A Rivulet,	Rivus.
A Bridge,	Pons.
A Brook,	Torrens,
A River,	Fluvius.
The Bank of a River,	Ripa.
The Sea,	Mare.
The Ocean,	Oceanus.
The Sand,	Arena.
A Shallow, or Foord,	Vadum.
Depth,	Profunditas.
Sea-weed,	Alga.
A Wave,	Fluctus.
A Whirlpool,	Vortex.
A Drop,	Gutta.
A Shore,	Littus.
A Baie,	Sinus.
A Pool,	Stagnum.
A Marsh,	Palus.
A Deluge,	Diluvium.
The Air,	Aer.
The Skie,	Æther.
Light,	Lux.
The Sun,	Sol.
The Sun-beam,	Jubar.
A Ray,	Radius.
The Moon,	Luna.
The Conjunction of the Moon,	Interlunium.
New Moon,	Novilunium.
Horned Moon,	Luna corniculata.
Half Moon,	Lunia Dimidiata.
Three Quarter Moon,	Luna Gibbosa.
Full Moon,	Plenilunium.
An Eclipse,	Eclipsis.
A Star,	Stella.
A Constellation,	Sidus, Constellatio.
A Cloud,	Nubes.
Darkness,	Tenebræ.
The East,	Oriens.

The West,	Occidens.
The South,	Meridies.
The North,	Septentrio.
A Hill,	Nebula.
Fair Weather,	Serenitas.
Calm Weather,	Tranquillitas.
A Tempest, Wind, Storm, Whirlwind, Gentle wind,	Tempestas. Ventus. Procella. Turbo. Aura.
The East Wind,	Eurus.
The North Wind,	Aquilo.
The South Wind,	Auster.
The South-West Wind,	Africus.
The West Wind,	Zephyrus.
A Shower,	Imber.
A Drop,	Gutta, Stilla, Stillicidum.
An Icicle,	Stiria.
Frost,	Gelu.
Ice,	Glacies.
The Hoar Frost,	Pruina.
The Dew,	Ros.
Snow,	Nix.
Hail,	Grando.
Thunder,	Tonitru.
A Thunder-Bolt,	Fulmen.
Lightning,	Fulgur.
A Flash,	Coruscatio.
Earth,	Terra.
An Earth-quake,	Terræmotus.
The Top of the Earth,	Superficies.
A Mountain,	Mons.
A Valley,	Vallis.
A narrow Valley,	Convallis.
Dirt,	Cœnum.
Clay,	Lutum.
Dust,	Pulvis.
An Hill,	Collis.
The top of an Hill,	Cacumen.
A Cliff, Rock, Bank,	Clivus. Petra. Ripa, Tumulus.
Gravel,	Sabulum.
A Gravel-Pit,	Sabuletum.
Chalk,	Creta.
Allum,	Alumen.
Marle,	Marga.
A Way, Path, Track of a Cart,	Via. Semita. Orbita.
Metal,	Metallum.
Mines,	Mineralia.
A Digger,	Fossor.
Gold,	Aurum.
A Mine of Gold,	Aurifodina.
Silver,	Argentum.
Brass,	Æs.
Iron,	Ferrum.
Steel,	Chalybs.
Lead,	Plumbum.
Tin,	Stannum.
Copper,	Orichalcum.
Coral,	Coralium.
Quick-silver,	Argentum vivum.
Solder,	Ferrumen.
White Lead,	Cerussa.
Virtue,	Virtus.
Vice,	Vitium.
An Oversight,	Delictum.
An Offence,	Scandalum.
Villany,	Scelus.
Temperance,	Temperantia.
Valiant,	Fortis.
Valor,	Fortitudo.
Justice,	Justitia.
Experience,	Experientia.
Expert,	Expertus.
Chast,	Castus.
Chastity,	Castitas.

Modest,	Modestus.
Modestie,	Modestia.
Bashful,	Verecundus.
Bashfulness,	Verecundia.
Humble,	Humilis.
Humility,	Humilitas.
Civility,	Urbanitas.
True,	Verus.
Truth,	Veritas, Veracitas,
Liberality,	Liberalitas.
Magnificent,	Magnificus.
Magnificence,	Magnificentia.
Magnanimous,	Magnanimus.
Magnanimity,	Magnanimitas.
Industry,	Industria, Solertia.
Diligence,	Diligentia.
Diligent,	Diligens.
Patient,	Patiens.
Patience,	Patientia.
Constancy,	Constantia.
Friendship,	Amicitia.
Concord,	Concordia.
Peace,	Pax.
Pity,	Misericordia.
Pitiful,	Misericors.
Meek,	Clemens.
Meekness,	Clementia.
Thankful,	Gratus.
Thankfulness,	Gratitudo.
Ingrateful,	Ingratus.
Ingratitude,	Ingratitudo.
Godly,	Pius.
Godliness,	Pietas.
Honest,	Honestus.
Honesty,	Honestas, Probitas.
Good,	Bonus, Probus.
Charity,	Charitas.
A Fool,	Stultus.
Folly,	Stultitia.
Indiscretion,	Imprudentia.
Impudence,	Impudentia.
Unskilful,	Inexpertus.
Craft,	Astutia.
Deceit,	Dolus, Fraus.
A Knave,	Nebulo.
Pleasure,	Voluptas.
A Glutton,	Helluo.
Gluttony,	Ingluvies, Gula.
Drunkenness,	Ebrietas.
Drunken,	Ebriosus.
A Drunkard,	Ebrius.
A Goodfellow,	Combibo, Compos.
Lust,	Libido.
Wantonness,	Lascivia.
Adultery,	Adulterium.
Fornication,	Fornicatio.
A Pander,	Mango.
A Bawd,	Leno.
A Whore,	Meretrix.
An Harlot,	Pellex.
A Trepan,	Insidiarius.
Pride,	Superbia.
Proud,	Superbus.
Haughty,	Arrogans.
Ambition,	Ambitio.
Ambitious,	Ambitiosus.
A Clown,	Rusticus.
Clownishness,	Rusticitas.
A Lye, Liar, Prater,	Mendacium, Mendax, Garrulus.
Babling,	Garrulitas.
Bawdy,	Procax.
Bawdiness,	Procacitas.
A Busie-body,	Ardelio.
A Trifler,	Nugator.
Trifles,	Nugæ.
A Scold,	Pupilum, Rixa.
Thrifty,	Frugi.
Lavishness,	Luxuria.
A Prodigal,	Prodigus.
Covetousness,	Avaritia.
Bold,	Audax.
Rashness,	Temeritas.
Rash,	Temerarius.
A Coward,	Pusillanimus.
Sloth,	Inertia, Socordia.
Negligence,	Negligentia.
Fickleness,	Inconstantia.
Stubbornness,	Contumacia.

Enmity,

Enmity,	Inimicitia.
Diſcord,	Diſcordia.
War,	Bellum.
A Thief,	Fur.
A Robber,	Latro.
A Pick-pocket,	Manticularius.
A Cut-purſe,	Crumenifeca.
A Church-robber,	Sacrilegus.
A Villain,	Furciſer.
A Rogue,	Vagabundus.
Ungodlineſs,	Impietas.
A Bird,	Avis.
A Great Bird,	Ales.
The Bill of a Bird,	Roſtrum.
A Wing,	Ala.
A Feather,	Pluma, Penna.
Down-Feathers,	Lanugo.
A Spur, Craw, Rump,	Calcar. Ingluvies. Oropigium.
An Egg,	Ovum.
A Shell, Quill, Claw, Neſt, Cage, Fowler,	Teſta. Calamus. Unguis. Nidus. Aviarium. Auceps.
Bird-Lime,	Viſcus.
Bat,	Veſpertilio.
Bittern,	Buteo.
Black-Bird,	Merula.
Bull-Finch,	Rubicilla.
Bunting,	Rubetra.
Buzzard,	Buteo, Hyrtorcha.
Capon,	Capo.
A Chaffinch,	Fringilla.
Chough,	Graculus.
Cock,	Gallus.
Cocks-Comb,	Criſta.
Crane,	Grus.
Crow,	Cornix, Corvus.
Cuckow,	Cuculus.
Didapper,	Mergus.
Dove, or Pigeon,	Columba.
Turtle-Dove,	Turtur.
A Ring-Dove, Stock-Dove, Dove-Houſe,	Palumbus. Vinago. Columbarium.
Duck,	Anas.
An Eagle,	Aquila.
Falcon,	Falco.
Feldy-fare,	Collurio.
Gold-finch,	Carduelis.
Goſe,	Anſer.
Wild-Goſe,	Vulpanſer.
Gryffin,	Gryps.
Gull,	Gavia.
Hawk,	Accipiter.
A Hen,	Gallina.
Heron,	Ardea.
Jack-Daw,	Monedula.
King-fiſher,	Halcyon.
Kite,	Milvus.
Lapwing,	Upupa.
Lark,	Alauda.
Martin,	Martes.
Moor-Hen,	Aulica.
Nightingale,	Luſcinia.
An Owl,	Noctua.
A Scritch-Owl,	Bubo.
An Oſtrich,	Struthio.
Parrot,	Pſittacus.
Partridge,	Perdix.
Peacock,	Pavo.
Pelican,	Pelicanus.
Pheaſant,	Phaſianus.
Phenix,	Phœnix.
Pie,	Pica.
Plover,	Pardalus.
Quail,	Coturnix.
A Raven,	Corvus.
Night-Raven,	Nycticorax.
Robin Red-Breaſt,	Rubecula.
Snipe,	Attagen.
Sparrow,	Paſſer.
Starling,	Sturnus.
Stork,	Ciconia.
Swallow,	Hirundo.
Swan,	Olor, Cygnus.

A	Teal,	Querquédula.
	Thrush,	Turdus.
	Titmouse,	Parus.
	Turkey,	Numidica.
	Vulture,	Vultur.
	Wag-tail,	Motacilla.
	Woodcock,	Gallinago.
	Wren,	Regulus.
	Chicken,	Pullus.

A	Beast,	Bestia.
A	Labouring Beast,	Jumentum.
	Cattel,	Pecus.
An	Herd,	Armentum.
An	Hide,	Tergus.
An	Horn,	Cornu.
An	Hoof,	Ungula.
A	Mane,	Juba.
	Bristle,	Seta.
	Tail,	Cauda.
An	Ant, or Emmet,	Formica.
An	Ape,	Simia.
An	Ass,	Asinus.
A	Wild-Ass,	Onager.
	Baboon,	Cynocephalus.
	Badger,	Melis.
	Bear,	Ursus.
A	Young Bear, or Cub,	Ursulus.
A	Bee,	Apes.
	Honey,	Mel.
An	Honey-Comb,	Favus.
An	Hive,	Alveare.
A	Sting,	Aculeus.
	Drone,	Fucus.
	Swarm,	Examen.
	Bee-Wax,	Cera.
A	Beetle,	Scarabeus.
	Butter-Fly,	Papilio.
	Beaver,	Fiber,
	Camel,	Camelus.

A	Cat,	Felis, Catus.
	Caterpillar,	Grillus.
	Coney,	Cuniculus.
	Cricket,	Cicada.
	Crocodile,	Crocodilus.
	Deer,	Dama.
A	Fawn,	Hinnulus.
An	Hart or Stag,	Cervus.
An	Hind,	Cerva.
A	Bucket,	Subulo.
	Roe,	Capræa.
	Dog or Bitch,	Canis.
	Whelp,	Catulus.
	Mastiff,	Molossus.
	Spaniel,	Hispaniolus.
	Mongrel,	Hybris.
	Dogs Collar,	Millum.
	Barking,	Latratus.
A	Muzzle,	Piscella.
	Dragon,	Draco.
	Dromedary,	Dromedarius.
An	Elephant,	Elephas.
An	Evet,	Seps.
	Ferret,	Viverra.
	Flea,	Pulex.
	Fly,	Musca.
	Fox,	Vulpes.
	Frog,	Rana.
	Glowworm,	Cicindela, Cæcilia.
A	Gnat,	Culex.
	He-Goat,	Hircus.
	She-Goat,	Capra,
	Goat-Herd,	Caprarius.
	Young-Goat, or Kid.	Hædus.
	Grashopper,	Cicada.
An	Hare,	Lepus,
A	Young Hare, or Leveret,	Lepusculus,
A	Hedge-Hog,	Echinus.
An	Hog,	Porcus.
An	Hogs-Sty,	Suile.
	Hogs-Dung,	Succerda.
An	Hogheard,	Subulcus.
A	Boar,	Aper.

A Sow,

A Sow,	Sus.
A Pig,	Porcellus.
An Hornet,	Crabro.
An Horſe,	Equus.
A Mare,	Equa.
A Gelding,	Spado.
A Race-Horſe,	Celes.
A Nag,	Mannus.
An ambling Nag,	Aſſurio.
A War-Horſe,	Equus Bellatorius.
A trotting-Horſe,	Succuſſarius.
A Hackney-Horſe,	Equus Meritorius.
A Pack-Horſe,	Equus Clitellarius.
Neighing,	Hinnitus.
An Horſe-keeper,	Equiſo.
An Halter,	Capiſtrum.
An Horſe-Leech,	Hirudo.
A Libbard,	Pardus.
A Lyon,	Leo.
A Lyoneſs,	Læna.
A Lizard,	Lacertus.
A Louſe,	Pediculus.
A Maggot,	Termes.
A Mole,	Talpa.
A Mole-Hill,	Grumulus.
A Monkey,	Cercopythecus.
A Moth,	Tinea.
A Mouſe,	Mus.
A Dormouſe,	Glis.
A Mouſe-Trap,	Muſcipula.
A Mouſe-Dung,	Muſcerda.
A Mouſe-hunt,	Muricida.
A Mule,	Mulus.
A Nit,	Lens.
An Ox,	Bos.
A Bull,	Taurus.
A Cow,	Vacca.
An Heifer,	Juvenca.
An Udder,	Mamma.
A Teat,	Papilla.
A Bullock,	Juvencus.
A Calf,	Vitulus.
A Panther,	Panthera.
A Pole-Cat,	Martes.
A Rat,	Sorex,
A Scorpion,	Scorpius.
A Serpent,	Serpens.
A Sheep,	Ovis.
A Ram,	Aries.
A Weather,	Vervex.
A Lamb,	Agnus.
A Sheepfold,	Ovile.
A Shepherd,	Paſtor.
A Sheephook,	Pedum.
A Flock,	Grex.
Wool,	Lana.
A Fleece,	Vellus.
A Snail,	Limax.
A Snake,	Anguis.
A Water-ſnake,	Hydra.
An Adder,	Coluber.
A Spider,	Aranea.
A Squirrel,	Sciurus.
A Teek,	Ricinus.
A Tiger,	Tigris.
A Toad,	Bufo.
A Viper,	Vipera.
An Unicorn,	Unicornis.
A Waſp,	Veſpa.
A Weezle,	Muſtela.
A Wolf,	Lupus.
A Worm,	Vermis.
An Earth-Worm,	Lumbricus.
A Canker-Worm,	Erma.
A Timber-Worm,	Teredo.
A Belly-Worm,	Aſcarides.
A Silk-worm,	Bombyx.
A Glow-Worm,	Cæcilia.

A Fiſh,

A Fish,	Piscis.
A Little Fish,	Piscículus.
The Gills of a Fish,	Branchiæ.
The Finnes,	Pinnæ.
The Scale,	Squamma.
A Shelfish,	Concha.
A Shell,	Testa.
A Fisherman,	Piscator.
A Net,	Rete.
An Angle Rod,	Arundo.
A Line,	Linea.
An Hook,	Hamus.
A Bayte,	Esca.
A Plummet,	Bolis.
Fishing,	Piscatura.
A Fishmonger,	Piscarius.
Salt-Fish,	Salsamenta.
A Barbell,	Mullus.
A Bay,	Alburnus.
A Carp,	Carpio.
A Cockle,	Cochlea.
A Cramp-fish,	Torpedo.
A Cod-fish,	Capito.
A Conger,	Congrus.
A Crab,	Cancer.
A Craw-fish,	Cammarius.
A Dace,	Appua.
A Dolphin,	Delphinus.
An Eele,	Anguilla.
A Gudgeon,	Gobio.
A Herring,	Halec.
A Lamprey,	Muræna.
A Lobster,	Locusta.
A Mackrell,	Scombrus.
A Mullet,	Mugil.
Muscles,	Musculi.
An Otter,	Lutra.
An Oyster,	Ostreum.
A Perch,	Perca.
A Pike,	Lucius.
A Plaice,	Passer.
A Roch,	Rubellio.
A Ruffe,	Cerrua.
A Salmon	Salmo.
A Sea-Calf,	Phoca.
A Shrimp,	Squilla.
A Sole,	Lingulaca.
A Sprat,	Sarda.
A Sturgeon,	Acipenser.
A Tench,	Tinca.
A Thornback,	Raia.
A Tortoise,	Testudo.
A Trout,	Truta.
A Whale,	Cetus.
A Whiting,	Asellus.

Husbandry,	Agricultura.
A Country-man,	Rusticus.
Ground,	Fundus. Terra.
A Field,	Ager.
A Farm,	Prædium.
A Tenant,	Manceps. Tenens.
A Baily,	Villicus.
Arable Land,	Arvum.
A Turf,	Cespes.
A Meadow,	Pratum.
An Inclosure,	Septum.
An Hedge,	Sepes.
Grass,	Gramen.
Hay,	Fœnum.
Hay-Harvest,	Fœnisecium.
An Hayloft,	Fœnile.
A Mower of Hay,	Fœniseca.
A Rake,	Rastrum.
A Plough-man,	Arator.
A Plough,	Aratrum.
The Plough-handle,	Stiva.
The Plough-share,	Vomis.
The Plough-staff,	Rallum.
The Coulter,	Culter.
A Yoke,	Jugum.
A Goade,	Stimulus.
An Harrow,	Orca.
A Furrow,	Sulcus.
The Ridge,	Lira.
An Acre,	Jugerum.
A Sower,	Seminator.

Seed,	Semen.
Standing Corn,	Seges.
Harvest,	Messis.
A Sheaf,	Merges.
An handful,	Manipulus.
A reaping-hook,	Falx.
A reaper,	Messor.
Stubble,	Stipula.
An Ear of Corn,	Spica.
The Blade,	Culmus.
The beard of an Ear,	Arista.
A Shock,	Arista.
A Wayne,	Veloes.
A Carr,	Plaustrum.
A Carter,	Auriga.
A Wheel,	Rota.
A Spoke,	Radius.
An Axletree,	Axis.
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